

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Agility, LLC		08/04/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	cPrime, Inc.		
Street Address:	4100 E. Third Ave., Suite 205		
City:	Foster City		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86095763	BLUE AGILITY	
Serial Number:	85917383	BLUEJAZZ	
CORRESPONDENCE DATA			
Fax Number:	650931655		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-931-1650		
Email:	kristy.chin@cprime.com		
Correspondent Name:	Kristy Chin		
Address Line 1:	4100 E. Third Ave., Suite 205		
Address Line 4:	Foster City, CALIFORNIA 94404		
NAME OF SUBMITTER:	Kristy Chin		
SIGNATURE:	/Kristy Chin/		
DATE SIGNED:	09/22/2018		
Total Attachments: 60			
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Execution Copy

INTEREST PURCHASE AGREEMENT

by and among

CPRIME, INC.,

BLUE AGILITY, LLC,

and

THE MEMBERS OF BLUE AGILITY, LLC

August 4, 2017

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INTEREST PURCHASE AGREEMENT

THIS INTEREST PURCHASE AGREEMENT is made as of August 4, 2017, by and among CPRIME, INC., a California corporation (the "Purchaser"), BLUE AGILITY, LLC, a Delaware limited liability company (the "Company"), KENNETH FRANCE, an individual residing at 6945 Country Club Terrace, New Market, Maryland 21774 ("Mr. France"), EYAL ABUKASIS, an individual residing at 19 Cross Creek Lane, Chadds Ford, Pennsylvania 19317 ("Mr. Abukasis"), and PRATIK BENGALI, an individual residing at 31 Coventry Circle East, Marlton, New Jersey 08053 ("Mr. Bengali" and, collectively with Mr. France and Mr. Abukasis, the "Sellers").

Recitals

A. The Company is engaged in the business of providing consulting services for customers looking to adopt Agile at the enterprise level through large-scale Agile deployments leveraging the Scaled Agile Framework (SAFe) and Lifecycle Management (ALM) toolset (the "Business").

B. The Sellers hold all of the issued and outstanding membership interests in the Company (the "Interests").

C. Subject to the terms and conditions set forth herein, the Purchaser desires to purchase from the Sellers, and the Sellers desire to sell to the Purchaser, all of the Sellers' respective right, title and interest in and to the Interests.

Terms of Agreement

Accordingly, the parties hereto, with the intent to be legally bound hereby, agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

1.1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below, unless the context otherwise requires:

"Acquisition Proposal" shall have the meaning set forth in Section 7.3.

"Adjusted EBITDA" shall mean, for the years ending December 31, 2017 and 2018, EBITDA *plus* add-backs equal to the amount of M&A and professional advisory fees and other one-time expenses incurred by the Company in connection with the transactions contemplated hereby, as determined under IFRS.

"Affiliate" shall mean (a) any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by or is under common Control with the Person specified; (b) any director, officer or subsidiary of the Person specified; and (c) any spouse, parent, child, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law of the Person specified.

“Agreement” shall mean this Interest Purchase Agreement.

“Average Adjusted EBITDA” shall mean the sum of (i) 0.45 times Adjusted EBITDA for the period January 1, 2017 to December 31, 2017, *plus* (ii) 0.55 times Adjusted EBITDA for the period January 1, 2018 to December 31, 2018.

“Base Price” shall mean Two Million Eight Hundred and Fifty-Thousand U.S. Dollars (\$2,850,000).

“Business” shall have the meaning set forth in Recital A.

“Claim” shall mean any written or oral demand, claim, complaint, suit, action, cause of action, investigation, proceeding or notice by any Person alleging actual or potential Liability for any Loss, or for any Default under any Law, Contract, License, Permit or employee benefit plan.

“Claim Notice” shall have the meaning set forth in Section 9.4(b)(i).

“Closing” shall have the meaning set forth in Section 2.5.

“Closing Date” shall mean the date on which the Closing occurs.

“Closing Payment” shall have the meaning set forth in Section 2.3(a).

“Code” shall mean the Internal Revenue Code of 1986.

“Company” shall have the meaning set forth in the preamble.

“Confidential Information” shall mean (a) all confidential and proprietary information, including information, materials, documents, customer lists, financial reports, business plans and marketing data that relate to the business, strategies or operations of a party to this Agreement or to an Affiliate of such a party and (b) each of the terms, conditions and other provisions contained in this Agreement and in the agreements or documents to be delivered pursuant to this Agreement. Notwithstanding the preceding sentence, the term Confidential Information shall not include any information that is publicly available at the time of disclosure to the recipient party or becomes publicly available after such disclosure through no fault of the recipient party. The recipient party shall bear the burden of proving that any information of a disclosing party is not Confidential Information.

“Consent” shall mean any consent, waiver, approval, authorization, certification or exemption required from any Person or under any Contract, Law, employee benefit plan or Organizational Document, as applicable.

“Contract” shall mean any contract, lease, agreement, instrument, License, undertaking or other binding commitment, whether written or oral.

“Control” (including, with correlative meaning, the terms “Controlled by” and “under common Control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to elect a majority of the board of directors (or other governing body)

or to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Conveyance Taxes” shall have the meaning set forth in Section 10.3.

“Default” shall mean (a) a violation, breach or default, (b) the occurrence of an event which with the passage of time or the giving of notice or both would constitute a violation, breach or default, or (c) the occurrence of an event that (with or without the passage of time or the giving of notice or both) would give rise to a right of damages, specific performance, termination, renegotiation or acceleration (including acceleration of payment).

“Designated Account” shall mean, with respect to any payment due to the Sellers hereunder, an account designated by the Seller Representative in writing at least two business days prior to the due date for such payment. For the avoidance of doubt, the Designated Account established prior to Closing shall remain in effect unless and until the Purchaser receives notice from the Seller Representative of the designation of a new Designated Account in accordance with Section 13.1 (Notices).

“Dispute Notice” shall have the meaning set forth in Section 2.4(c).

“Earn-Out Payment” shall mean an amount equal to the lesser of (i) Two Million Fifty Thousand U.S. Dollars (\$2,050,000) or (ii) the positive result, if any, of the following calculation:

$$(3.75 \times \text{Average Adjusted EBITDA}) - \$2,850,000.$$

“EBITDA” shall mean the audited earnings before interest, taxes, depreciation and amortization of the Company for a given period determined according to IFRS, excluding any transaction that is not in the ordinary course of business (such as capital gains or losses on asset disposals, goodwill depreciation, the positive impact of cancellation of reserves and non-recurrent subsidies).

“Employee Benefit Plan” means any deferred compensation, pension, profit sharing, stock option, stock purchase, savings, group insurance or retirement plan, and all vacation pay, severance pay, incentive compensation, bonus and other employee benefit or fringe benefit plans or arrangements maintained by the Company (including health insurance, life insurance and other benefit plans maintained for retirees) for the benefit of current or former employees, independent contractors, or consultants of the Company with respect to which contributions are made or are required to be made by the Company or any ERISA Affiliate or with respect to which the Company has any Liability.

“Equipment” shall mean production tools, furniture, fixtures, machinery, equipment, motor vehicles, office equipment, computers, tools and replacement parts, wherever located.

“ERISA” shall mean the Employment Retirement Income Security Act of 1974.

“ERISA Affiliate” means any Person that is included with the Company in a controlled group or affiliated service group under Sections 414(b), (c), (m) or (o) of the Code.

“Escrow Agent” means the entity designated to serve as escrow agent under the Escrow Agreement.

“Escrow Agreement” shall mean an Escrow Agreement in the form of Exhibit A.

“Escrow Deposit” shall mean Two Hundred Fifty Thousand Dollars (\$250,000).

“Escrow Funds” means, as of any date of determination, the amount of funds held in the Escrow Account, including any income or earnings on such funds.

“Escrow Termination Date” shall mean December 31, 2018.

“Financial Statements” shall have the meaning set forth in Section 3.12(a).

“Governmental Consent” shall mean any and all licenses, franchises, permits, easements, rights, consents, Orders, approvals, variances, waivers, filings and other authorizations with, or from any Governmental Entity necessary to consummate the transactions contemplated hereby in the manner contemplated hereby.

“Governmental Entity” shall mean any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the government of the United States or of any foreign country, any state or any political subdivision of any such government (whether state, provincial, county, city, municipal or otherwise).

“IFRS” shall mean international financial reporting standards as published by the International Accounting Standards Board.

“Indemnified Party” shall have the meaning set forth in Section 9.4(a).

“Indemnifying Party” shall have the meaning set forth in Section 9.4(a).

“Indemnity Notice” shall have the meaning set forth in Section 9.4(a).

“Intellectual Property” shall mean, collectively, (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all Patents, (b) all Trademarks, trade dress, logos, trade names, fictitious names, brand names, brand marks, domain names and corporate names, together with all translations, adaptations, derivations and combinations thereof, including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) all copyrightable works, all registered and unregistered copyrights, and all applications, registrations and renewals in connection therewith, (d) all mask works and all applications, registrations and renewals in connection therewith, (e) all trade secrets and confidential business information including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals, (f) all Software, including data, source codes, object codes, specifications and related documentation, (g) all other proprietary rights, and (h) all copies and tangible embodiments of the foregoing in whatever form or medium.

“Interests” shall have the meaning set forth in Recital B.

“IRS” shall mean the United States Internal Revenue Service.

“Knowledge of the Sellers” shall mean the actual knowledge after due inquiry of the Sellers.

“Law” shall mean any law, statute, treaty, ordinance, rule, regulation, Order, pronouncement having the effect of law or other requirement of any Governmental Entity.

“Leased Real Property” shall mean the Real Property leased by the Company.

“Leasehold Improvements” shall mean all of the leasehold improvements, fixtures and appurtenances owned by the Company and attached to the Leased Real Property.

“Liability” shall mean any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, choate or inchoate, liquidated or unliquidated, secured or unsecured.

“License” shall mean any license, permit, authorization, approval, registration, franchise, right, variance (including zoning variances), easement, right of way or similar consent or certificate granted or issued by a Person other than a Governmental Entity.

“Liens” shall mean, with respect to any asset, any security interests, liens, encumbrances, pledges, mortgages, charges, Claims, conditional or installment sales contracts, title retention contracts, transferability restrictions and other claims or burdens of any nature whatsoever attached to or adversely affecting such asset.

“Losses” shall mean any and all actual Liabilities, Liens, penalties, fines, settlements and causes of action, including reasonable attorneys’, experts’ and accountants’ fees, expenses and disbursements and court costs in connection with any of the foregoing.

“Material Adverse Effect” or “Material Adverse Change” shall mean, with respect to any event or circumstance, an effect caused thereby or change resulting therefrom that is materially adverse as to, or in respect of, the business, assets, liabilities, capitalization, prospects, condition (financial or other), or results of operations of a specified Person or Persons when taken as a whole. Without limiting the generality of the foregoing, termination of the Company’s existing customer agreement with any of Florida Power & Light, Health First, or CA Technologies (Rally Software Development) shall constitute a Material Adverse Change for purposes of this Agreement.

“Material Contract” shall have the meaning set forth in Section 3.19(a).

“Mr. Abukasis” shall have the meaning set forth in the preamble.

“Mr. Bengali” shall have the meaning set forth in the preamble.

“Mr. France” shall have the meaning set forth in the preamble.

“Multiemployer Plan” means an Employee Benefit Plan described in Section 4001(a)(3) of ERISA.

“Net Cash” shall mean (i) the aggregate amount of the cash, marketable investment securities and credit balances in bank accounts of the Company, *minus* (iii) the debts for borrowed money of the Company, if any, *minus* (iv) the aggregate amount of the bank overdrafts of the Company, if any, *minus* (v) the total amount of debt related to credit cards (payments processed but not yet debited from bank account), if any. Net Cash shall be determined in accordance with IFRS and may be negative.

“Net Working Capital” shall mean (i) the aggregate amount of the current non-cash assets of the Company (including accounts receivable and prepayments on the Company’s Real Property Leases but excluding amounts contributing to Net Cash), *minus* (ii) the aggregate amount of the current liabilities of the Company (including accounts payable but excluding any amounts reducing Net Cash). Net Working Capital shall be determined in accordance with IFRS and may be negative.

“Order” shall mean any judgment, order, writ, decree, injunction, award, ruling or other determination whatsoever of any Governmental Entity or any other entity or body (including any arbitration or similar panel) whose finding, ruling or holding is legally binding or is enforceable as a matter of right (in any case, whether preliminary or final).

“Organizational Documents” shall mean the articles or certificate of incorporation, bylaws, articles or certificate of formation, operating agreement, certificate of partnership, partnership agreement or other governing or constituent documents of a Person.

“Patents” shall mean all letters patent and pending applications for patents of the United States and all foreign countries, including regional patents, certificates of invention and utility models, certificates of invention and utility models which have been opened for public inspection and all reissues, divisions, continuations and extensions thereof.

“Permit” shall mean any license, permit, certificate of authority, authorization, approval, registration, franchise, right, Order, qualification or similar right or approval granted or issued by any Governmental Entity relating to the Company, the Property or the Business.

“Permitted Lien” shall mean (a) any Lien imposed by Law for Taxes, assessments or governmental charges that are not yet delinquent and remain payable without penalty or that are being contested in good faith by appropriate proceedings; or (b) any carrier’s, warehousemen’s, mechanic’s, materialmen’s, repairmen’s or other like Lien imposed by Law, arising in the ordinary course of business and securing obligations that are not overdue or are being contested in good faith by appropriate proceedings.

“Person” shall mean any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, joint venture, trust, association, union, entity or other form of business organization or any Governmental Entity whatsoever.

“Person Under Sanctions” shall have the meaning set forth in Section 3.30.

“Phantom Stock Plan” shall mean the Blue Agility, LLC Phantom Stock Plan in effect on the date hereof.

“Phantom Stock Termination Amount” shall mean, as of any date, the amount needed to satisfy or terminate all obligations of the Company arising under or in connection with the Phantom Stock Plan that are due and payable based on events occurring on or prior to such date, including all payroll tax obligations of the Company in connection therewith.

“Pre-Closing Tax Period” shall have the meaning set forth in Section 10.1(a).

“Property” shall have the meaning set forth in Section 3.8(a).

“Purchase Price” shall have the meaning set forth in Section 2.2.

“Purchaser” shall have the meaning set forth in the preamble.

“Purchaser Indemnified Parties” shall have the meaning set forth in Section 9.2(a).

“Real Property” shall mean any real estate or interest therein, together with all buildings, improvements, fixtures, easements, options to acquire real estate or interest therein, rights to unpaid insurance proceeds in respect of Losses to real estate, rights to unpaid condemnation awards and all other rights in or appurtenant thereto.

“Real Property Leases” shall have the meaning set forth in Section 3.10.

“Related Agreements” shall mean the Escrow Agreement, the Seller Employment Agreements, and any other agreements, instruments, certificates and documents executed and delivered in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

“Related Party Arrangements” shall have the meaning set forth in Section 3.14.

“Restrictive Covenants” shall have the meaning set forth in Section 8.1.

“Revenues” shall mean the aggregate amount of the sales billable to the Company’s customers determined in accordance with IFRS.

“Salient Warrants” shall mean the warrants to purchase 3.5% of the membership interests in the Company issued by the Company to Salient CRGT, as successor to Salient Federal Solutions, Inc., pursuant to a certain Settlement Agreement dated February 17, 2014 between the Company and Salient Federal Solutions, Inc.

“Salient Warrant Surrender Amount” shall mean the amount of the “Surrender Payment” payable pursuant to the Salient Warrant Surrender Agreement.

“Salient Warrant Surrender Agreement” shall mean that certain Warrant Agreement dated as of July 31, 2017, between the Company and the holder of the Salient Warrants.

“Sanctions” shall mean any trade or economic sanctions or any restrictive measures or any other equivalent sanctions (including any sanctions or measures relating to any type of embargo) which is adopted, administered, imposed, implemented or publicly notified by the Office of Foreign Assets Control (OFAC) of the United States Department of the Treasury, the United States Department of State, the United Nations Security Council or the European Union or the Majesty’s Treasury or any other authority competent to impose sanctions in the aforementioned states.

“Securities Act” shall mean the Securities Act of 1933.

“Seller” shall have the meaning set forth in the preamble.

“Seller Employment Agreement” shall mean (i) an Employment Agreement between the Company and Mr. France and (ii) an Employment Agreement between the Company and Mr. Abukasis, each of which is effective as of the Closing Date and is in the form of Exhibit B.

“Seller Indemnified Parties” shall have the meaning set forth in Section 9.3.

“Seller Representative” shall have the meaning set forth in Section 12.1.

“Software” shall mean all applications software, whether for general business usage (e.g., accounting, word processing, graphics, spreadsheet analysis, etc.) or specific, unique-to-the-Business usage (e.g., order processing, manufacturing, process control, design, shipping, etc.) and all operating, security or programming software.

“Straddle Period” shall have the meaning set forth in Section 10.1(b).

“Tax Claim” shall have the meaning set forth in Section 10.4.

“Tax Returns” shall mean all returns, reports or claims for refunds required or elected to be supplied to or filed with any Governmental Entity in connection with the payment of Taxes (including information returns and declarations of estimated tax).

“Taxes” shall mean all taxes, charges, fees, duties, levies or other assessments of any kind, including all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, payroll, employment, social security, unemployment, excise, estimated, stamp, occupancy, occupation, property or other similar taxes, including any interest or penalties thereon, and additions to tax or additional amounts imposed by a Taxing Authority.

“Taxing Authority” shall mean any federal, state, local or foreign Governmental Entity having responsibility for Taxes.

“Third Party” shall mean any Person other than the Purchaser, the Company, a Seller or an Affiliate of any of the foregoing.

“Third Party Claim” shall have the meaning set forth in Section 9.4(b).

“Threshold Amount” shall have the meaning set forth in Section 9.5.

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

1.2. Rules of Construction. The definitions in Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “but not limited to.” “Or” refers to alternatives that may, but need not, be exclusive. All references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. All Exhibits and Schedules attached to this Agreement shall be deemed incorporated herein by reference as if fully set forth herein. Words such as “herein,” “hereof,” “hereto,” “hereby” and “hereunder” refer to this Agreement and to the Schedules and Exhibits, taken as a whole. Except as otherwise expressly provided herein: (a) any reference in this Agreement to any agreement shall mean such agreement as amended, restated, supplemented or otherwise modified from time to time; (b) any reference in this Agreement to any Law shall mean such Law as amended from time to time and shall include corresponding provisions of any successor Law and any regulations and rules promulgated pursuant to such Law or such successor Law; and (c) all accounting and financial terms shall be interpreted in accordance with IFRS. Neither the captions to Sections or subdivisions thereof nor the Table of Contents shall be deemed to be a part of this Agreement for purposes of the interpretation hereof.

ARTICLE II PURCHASE AND SALE

2.1. Purchase and Sale. Subject to the terms and conditions of this Agreement, at the Closing, the Sellers shall sell and transfer to the Purchaser, and the Purchaser shall purchase and acquire from the Sellers, all of the Interests, free and clear of all Liens.

2.2. Purchase Price. The aggregate purchase price payable to the Sellers for the Interests (the “Purchase Price”) shall be (a) the Base Price, *plus* (b) any Earn-Out Payment which may become due hereunder. The amount payable to each Seller hereunder shall be determined by agreement of the Sellers.

2.3. Closing Payment; Escrow.

(a) At the Closing, the Purchaser shall pay to the Seller Representative, for the benefit of the Sellers, by wire transfer of immediately available funds to the Designated Account, an amount in cash equal to the following amount (the “Closing Payment”): (i) the Base Price *minus* (ii) the Escrow Deposit *minus* (iii) the Phantom Stock Termination Amount as of the Closing Date *minus* (iv) the Salient Warrant Surrender Amount. The Seller Representative shall distribute the Closing Payment to the Sellers in such amounts as the Sellers may agree.

(b) At the Closing, the Purchaser shall deposit the Escrow Deposit in escrow with the Escrow Agent by wire transfer of immediately available funds, and the Escrow Funds shall be held and delivered by the Escrow Agent in accordance with the terms of the Escrow Agreement. The Escrow Agent’s fees shall be shared equally by the Purchaser, on one hand, and

by the Sellers, jointly and severally, on the other hand. The Escrow Funds shall be a source of funds for the payment of any amount due to the Purchaser hereunder, including amounts due for indemnification under Section 9.2 and Article X.

(c) On the Escrow Termination Date, the Escrow Agent shall pay to the Seller Representative, for the benefit of the Sellers, by wire transfer of immediately available funds to the Designated Account or to such other account as the Seller Representative may designate in writing to the Escrow Agent not less than two business days prior to the due date for such payment, an amount equal to (i) the Escrow Funds *minus* (ii) the amount of any pending Claims for indemnification in favor of the Purchaser Indemnified Parties under Section 9.2 or Article X. The Seller Representative shall distribute any Escrow Funds paid to the Seller Representative to the Sellers in such amounts as the Sellers may agree.

(d) Not less than five business days prior to the Closing, the Seller Representative shall deliver to the Purchaser a detailed computation of the Phantom Stock Termination Amount due at Closing. If the Purchaser disagrees with the Seller Representative's computation of such Phantom Stock Termination Amount, the Purchaser shall so notify the Seller Representative, and the Parties shall attempt in good faith to reach agreement as to such Phantom Stock Termination Amount. If the parties fail to reach agreement within such five business-day period, then (i) the computation of the Seller Representative (as modified based on such negotiations) shall be used to calculate the amount of the Phantom Stock Termination Amount due at Closing, and (ii) the Sellers shall, jointly and severally, indemnify the Purchaser from and against any additional amount for which the Company may thereafter become liable based on the Phantom Stock Plan. At the Closing, the Purchaser shall pay to the Company the Phantom Stock Termination Amount determined in accordance with this Section 2.3(d) by wire transfer of immediately available funds, and the Company shall thereafter use such Phantom Stock Termination Amount to satisfy its obligations under the Phantom Stock Plan.

(e) At the Closing, the Purchaser shall pay the Salient Warrant Surrender Amount to the holder of the Salient Warrants in accordance with the Salient Warrant Surrender Agreement.

2.4. Earn-Out Payment.

(a) By the 50th day after the date that the Company's audited financial statements for the years ended December 31, 2017 and 2018 are final, the Seller Representative shall deliver to the Purchaser a detailed computation of the Phantom Stock Termination Amount, if any, that will become due based on the Earn-Out Payment. If the Purchaser disagrees with the Seller Representative's computation of such Phantom Stock Termination Amount, the Purchaser shall so notify the Seller Representative, and the Parties shall attempt in good faith to reach agreement as to such Phantom Stock Termination Amount. If the parties fail to reach agreement within five business-days, then (i) the computation of the Seller Representative (as modified based on such negotiations) shall be used to calculate the amount of the Phantom Stock Termination Amount due based on the Earn-out Payment, and (ii) the Sellers shall, jointly and severally, indemnify the Purchaser from and against any additional amount for which the Company may thereafter become liable based on the Phantom Stock Plan.

(b) By the 60th day after the date that the Company's audited financial statements for the years ended December 31, 2017 and 2018 are final, the Purchaser shall pay (i) to the Company, by wire transfer of immediately available funds, any Phantom Stock Termination Amount that becomes payable based on the Earn-Out Payment as determined in accordance with Section 2.4(a) and (ii) to the Seller Representative, for the benefit of the Sellers, by wire transfer of immediately available funds to the Designated Account, the balance of any such Earn-Out Payment. For the avoidance of doubt, no Seller shall have any obligation to refund any portion of the Earn-Out Payment received by him under this Section 2.4(b).

(c) The Purchaser shall have the right to set off against the Earn-Out Payment the aggregate amount of the good faith indemnification claims, if any, then pending in favor of the Purchaser Indemnified Parties under Section 9.2 or Article X which indemnification claims are identified with reasonable specificity (based on the Purchaser's knowledge at the time) in the computation for the Earn-Out Payment; provided, that, if any such indemnification claims are determined to not be owed to the Purchaser, then the amount of such claims shall be promptly paid to the Designated Account for distribution to the Sellers.

(d) On or before the payment of the Earn-Out Payment, the Company or Purchaser shall provide the Seller Representative with a detailed computation of the Earn-Out Payment. The Seller Representative shall have access to the books and records of the Company used by the Company in preparing the applicable financial statements during regular business hours in order to verify the computation of the Earn-Out Payment; provided that if the Seller Representative fails to commence such verification procedures within ten business days following the Seller Representative's receipt of the Purchaser's Earn-Out Payment computation, then the Seller Representative's right to access the Company's books and records shall be deemed waived. If the Seller Representative disagrees with the Purchaser's calculation of the Earn-Out Payment, the Seller Representative shall give the Purchaser written notice of such disagreement (a "Dispute Notice") within 20 business days of the Seller Representative's receipt of the Earn-Out Payment, but in no event later than 45 calendar days after the Seller Representative's receipt of the Purchaser's Earn-Out Payment calculation. Any Dispute Notice shall specify the adjustment to such Earn-Out Payment proposed by the Seller Representative and the basis therefor, including in each case the specific items proposed to be adjusted, the specific amount of each such adjustment and a detailed explanation of how such proposed adjustment was calculated. The Parties will attempt in good faith to reach agreement as to any matters identified in a Dispute Notice within 15 business days after the Purchaser's receipt of the Dispute Notice. If the Seller Representative and the Purchaser resolve the dispute with respect to such Earn-Out Payment within such 15 business day period, then the Earn-Out Payment, with such modifications as are necessary to reflect such agreement of the Seller Representative and the Purchaser, shall be conclusive and binding on the Parties.

(e) Any disputes not resolved by the Seller Representative and the Purchaser within the 15-day period following the Purchaser's receipt of a Dispute Notice will be resolved by an independent accounting firm jointly retained by the Seller Representative and the Purchaser. The accounting firm shall make a determination only on the disputes so submitted and the modifications, if any, necessary to reflect such determination in the Earn-Out Payment; provided, that the determination of the accounting firm for any item in dispute shall not be in excess of, nor less than, the greatest or lowest value, respectively, claimed for that particular item

in either the applicable Earn-out Payment calculation or the Dispute Notice. The determination of the accounting firm shall be conclusive and binding upon the Parties. The Seller Representative and the Purchaser shall request the accounting firm to render its determination promptly (and in any event, within 30 business days after the date of the Dispute Notice) and in writing. If the accounting firm determines that the Earn-Out Payment has been understated by five percent (5%) or more, the Purchaser shall pay the fees and expenses of the accounting firm. Otherwise, the fees and expenses of the accounting firm shall be shared equally by the Sellers, on one hand, and the Purchaser, on the other hand.

(f) Notwithstanding anything to the contrary in this Section 2.4, if prior to the date on which the Earn-Out Payment is earned, Mr. France or Mr. Abukasis shall have either (i) absent the Purchaser's prior written consent, voluntarily terminated his employment with the Company or (ii) had his employment with the Company terminated for "Cause" other than the occurrence of a "Stop Loss Event", as each such term is defined in the Seller Employment Agreement, then (A) any Earn-Out Payment otherwise due shall be reduced by an amount equal to the Earn-Out Payment multiplied by 40% for each affected Seller and (B) the affected Seller(s) shall have no right to receive any portion of the Earn-Out Payment, as so reduced.

2.5. Closing. The consummation of the purchase and sale of the Interests in accordance with this Agreement and of the other transactions contemplated hereby (the "Closing") shall take place at 10:00 a.m., local time, at the offices of Stradley Ronon Stevens & Young, LLP, 2005 Market Street, Suite 2600, Philadelphia, PA 19103, on the fifth business day after all of the conditions precedent to Closing have been satisfied or waived, or at such other time and place as the parties shall agree upon in writing (which may include a closing by electronic document transmission). The parties agree to use their commercially reasonable efforts to cause the Closing to occur by August 24, 2017. The parties shall deliver at the Closing such documents, certificates of officers and other instruments as are set forth in Article VI hereof and as may reasonably be required to effect the transfer by the Sellers of the Interests pursuant to and as contemplated by this Agreement and otherwise to consummate the transactions contemplated hereby. All events occurring at the Closing shall be deemed to occur simultaneously and shall be effective as of the close of business on the Closing Date.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE SELLERS AND THE COMPANY

Each Seller and (subject to Section 9.2(d)) the Company, hereby jointly and severally make the following representations and warranties to the Purchaser:

3.1. Organization, Power and Authority. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company is duly qualified and authorized to conduct business and is in good standing under the laws of each jurisdiction where the failure to be duly qualified, authorized and in good standing would have a Material Adverse Effect on the Company except that the Company is not qualified to conduct business in the Commonwealth of Pennsylvania. All jurisdictions in which the Company is qualified and authorized to conduct business are listed on Schedule 3.1. The Company has full limited liability company power and authority, and all material Permits, needed to carry on the businesses in which it is engaged and to own and use the Property owned

and used by it. The Company has the power and authority to own its Property and to carry on its Business as currently conducted. Correct and complete copies of the Organizational Documents of the Company have been delivered to the Purchaser. The Company is not in violation of any term of its Organizational Documents. A true and complete listing of the managers, officers or other management personnel of the Company is set forth on Schedule 3.1.

3.2. Authorization. The Company has the limited liability company power and authority to enter into and perform this Agreement and each of the Related Agreements to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Company of this Agreement and of each of the Related Agreements to which it is a party, and the consummation by it of the transactions contemplated hereby and thereby, have been duly authorized by all necessary limited liability company action on the part of the Company. This Agreement and each of the Related Agreements to which the Company is a party have been duly executed and delivered by the Company and constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or similar Laws affecting the rights of creditors generally and general equity principles (regardless of whether enforceability is considered in a proceeding at law or in equity).

3.3. Capitalization. On the date hereof, and at all times up to and including the Closing Date, the Sellers have collectively owned all of the Interests. Each of the Interests has been validly issued and is fully paid and non-assessable and is not otherwise subject to any Liens other than transfer restrictions under the Company's Organizational Documents and transfer restrictions that are generally applicable to securities under federal and state securities Laws. None of the Interests has been issued in violation of any preemptive or similar right. The Company has issued no membership interests other than the Interests, and, except for the Salient Warrants, there are no outstanding warrants, options or other rights, commitments, agreements or understandings to purchase or acquire any membership interests or other equity interests in the Company. There are no outstanding debt securities of the Company convertible into equity interests or otherwise containing equity provisions. Except as set forth on Schedule 3.3, there are no preemptive rights with respect to the issuance or sale of the Company's membership interests. Except as set forth on Schedule 3.3, the Company has no agreement with any Seller or with any other Person respecting the Company's membership interests or other securities of the Company. Except as set forth on Schedule 3.3, there are no restrictions on the transfer of any equity securities or other ownership interests in the Company, other than those arising from federal and state securities Laws or the Company's Organizational Documents, and there are no other understandings or agreements respecting the ownership interests of the Company. All Interests were sold in compliance with all Laws and have been exempt from registration pursuant to the registration provisions of the Securities Act and applicable national or state securities laws, and no such securities were registered under any such act or Laws. Except for the rights granted under the Phantom Stock Plan, there are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to the Company.

3.4. Title to Interests. The books and records of the Company reflect that each Seller owns of record the Interest set forth opposite such Seller's name on Schedule 3.4.

3.5. No Subsidiaries. The Company has no direct or indirect investments in, and the Company is not a party to any agreement, commitment or understanding requiring the Company to purchase or acquire any interest in, the equity of any Person, or debt securities convertible into such securities or otherwise containing equity provisions.

3.6. Conflict with other Instruments; Absence of Restrictions. The execution, delivery and performance of this Agreement and each of the Related Agreements, and the consummation of the transactions contemplated hereby and thereby, by the Company do not and will not: (i) result in a Default, of or under (A) any of the terms of the Organizational Documents of the Company, (B) assuming the receipt of all Governmental Consents listed on Schedule 3.7, any Law, Permit or Order applicable to or binding upon the Company, or (C) assuming the receipt of all Consents of Third Parties listed on Schedule 3.6, any Material Contracts or Licenses to which the Company is a party or by which it is bound; (ii) result in the creation or imposition of any Lien upon any of the equity interests of the Company or, other than Permitted Liens, upon any of the assets or properties of the Company; or (iii) assuming the receipt of all Consents of Third Parties listed on Schedule 3.6 and all Governmental Consents listed on Schedule 3.7, (A) result in the termination, amendment or modification of, or give any party the right to terminate, amend, modify, abandon, or refuse to perform any Material Contract, License or Permit to which the Company is a party or by which it or any of its properties or assets is bound, or (B) result in the acceleration or modification, or give any party the right to accelerate or modify, the time within which, or the terms under which, any duties or obligations are to be performed, or any rights or benefits are to be received under any Material Contract, License or Permit to which the Company is a party or by which it or any of its properties or assets is bound.

3.7. Governmental Consents. Except as listed on Schedule 3.7, no Governmental Consent is required in connection with (i) the execution, delivery and performance by the Company of this Agreement or any of the Related Agreements to which it is a party, or (ii) the Company's consummation of the transactions contemplated hereby or thereby.

3.8. Title to Properties; Adequacy of Properties.

(a) The Company has good, valid and marketable title to, or, in the case of leased properties and assets, valid leasehold interests in, all of its properties and assets, real, personal and mixed, used or held for use in its business (the "Property"), free and clear of all Liens other than Permitted Liens. The Property includes all of the Company's accounts receivable, cash, Equipment, Intellectual Property, Leased Real Property, Leasehold Improvements, inventories, prepaid expenses, advances and deposits and personal property leased by the Company.

(b) The tangible personal property included in the Property (including Equipment) is in good working order and fit for its intended use, reasonable wear and tear excepted. The Property, taken as a whole, is adequate to conduct the Business as currently conducted, and no increase in capital expenditures will be required for the Company to operate such Business. No Property used by the Company in connection with the Business (other than the Leased Real Property) is held under any lease or Lien (other than Permitted Liens) or is located other than in the possession of the Company. All of the Property is in the possession or under the control of the Company, including all tangible assets that are used by the Company in

the operation of the Business. All of the Real Property Leases, and all leases of personal property to which the Company is a party, are valid and in effect and afford the Company peaceful and undisturbed possession of the subject matter of the lease. All of the Property is reflected on the Financial Statements, and there are no tangible assets used in the conduct of the Business other than such Property.

(c) Schedule 3.8(c) sets out a true and complete list of the Equipment that is used or held for use in the operation of the Business.

3.9. Leasehold Improvements and Fixtures. The Leasehold Improvements are, and from the date hereof until the Closing Date will be, in good working order and fit for their intended use. The Leasehold Improvements include all of the leasehold improvements, fixtures and appurtenances that are needed by the Company to operate the Business as currently conducted. Except as set forth on Schedule 3.9, all of the Leasehold Improvements may be removed by the Company, as the current lessee, from the premises on which they are attached without giving rise to any obligation on the part of the Company, as the lessee, to (i) compensate the applicable landlord for any diminution in the value of the leased premises as a result of such removal or (ii) restore the leased premises to their original condition.

3.10. Real Property. The Company does not own any Real Property, and the Company is not party to any option, agreement or other document pursuant to which the Company has the right or obligation to purchase or acquire title to or any interest in any Real Property. Schedule 3.10 sets forth a true and complete list of each lease for Real Property executed by or binding upon the Company, as lessor or lessee, sublessor or sublessee, landlord or tenant, or assignor or assignee (collectively, the "Real Property Leases"). Each of the Real Property Leases is legal, valid and binding and in full force and effect without any Default thereof by the Company or, to the Knowledge of the Sellers, any other party thereto, and each of the Real Property Leases affords the Company peaceful and undisturbed possession of the Leased Real Property which is the subject matter of the applicable Real Property Lease. The Leased Real Property constitutes the only Real Property leased by the Company, or needed by the Company, in connection with the operation of the Business as currently conducted. Except as set forth on Schedule 3.10, there are no restrictions, prohibitions or limitations on the Company's ability to assign, transfer, pledge, hypothecate or otherwise convey or dispose of the interest of the Company under the Real Property Leases. Except for the occupancy and use of the Leased Real Property by the Company, there are no leases, tenancies, licenses or other rights of occupancy or use for any portion of the Leased Real Property, and no person or entity other than the Company occupies or uses any portion of the Leased Real Property. True and complete copies of the Real Property Leases have been delivered or made available to the Purchaser prior to the date hereof.

3.11. Accounts Receivable. All of the accounts receivable of the Company as of the date hereof are reflected on Schedule 3.11, and the Seller Representative shall deliver to the Purchaser at the Closing an updated Schedule 3.11 reflecting all of the Accounts Receivable of the Company as of the Closing Date. Each of the accounts receivable has arisen solely in a bona fide transaction in the ordinary course of business of the Company. Such accounts receivable (a) constitute valid claims in the full amount thereof against the debtor charged therewith on the books of the Company, and (b) are collectible in accordance with their terms, subject to such reserves as appear on the Financial Statements and except for any accounts receivable that are

excluded from Net Working Capital. Except as set forth on Schedule 3.11, no account debtor has any valid set-off, deduction or defense with respect to any account receivable, and no account debtor has asserted such set-off, deduction or defense. The prices charged to all clients in the creation of any account receivable are consistent with those stated on the applicable client Contract (whether oral or written).

3.12. Financial Statements; Insolvency.

(a) Schedule 3.12(a) consists of the following: (i) the financial statements of the Company for the fiscal years ended December 31, 2015 and 2016, including balance sheets and statements of income and retained earnings; and (ii) the financial statements of the Company for the four months ended April 30, 2017 and the six months ended June 30, 2017 (collectively, the “Financial Statements”).

(b) The Financial Statements were prepared in accordance with United States tax accrual accounting principles on a basis consistent with past practices of the Company (including with respect to accounting estimates and principles). The Financial Statements fairly and accurately present in all material respects the financial condition, results of the operations, and cash flows and changes of financial position of the Company as at the respective dates thereof and for the periods reported therein, subject in the case of interim statements to normal year-end adjustments and footnotes.

(c) The Company has not granted any discounts or end-of-year rebates that are not recorded in the Financial Statements.

(d) The Company is not insolvent nor has (i) made a general assignment for the benefit of creditors; (ii) filed a voluntary bankruptcy petition; (iii) become the subject of an order for relief or been declared insolvent in any federal or state bankruptcy or insolvency proceeding; (iv) filed a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Law; (v) filed an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Company in a proceeding of the type described in the preceding clauses of this Section 3.12(d); (vi) sought, consented to or acquiesced in the appointment of a trustee, receiver or liquidator of all or any substantial part of the Company’s properties; (vii) had a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Law commenced against the Company; or (h) without the Company’s consent or acquiescence, had appointed a trustee, receiver or liquidator of the Company or of all or any substantial part of its properties.

3.13. Absence of Undisclosed Liabilities. Except as otherwise set forth on Schedule 3.13, the Company has no Liabilities other than (a) Liabilities that were fully disclosed, reflected or reserved against on the December 31, 2016 balance sheet included in the Financial Statements, and (b) an increase in the Company’s aggregate accrued Liabilities, not exceeding \$1,250,000, measured based upon the difference in aggregate Liabilities on the Company’s balance sheet dated as of the Closing Date and on the Company’s balance sheet dated December 31, 2016, which increase consists solely of Liabilities incurred in the ordinary course of business, none of which results from, arises out of, relates to, is in the nature of, or was caused

by (i) any Default under any Material Contract, License or Permit, (ii) any Claim of infringement, (iii) any tort Claim or (iv) any violation of Law. Without limiting the foregoing, the Company has no undisclosed Liabilities with respect to employees (including Liabilities with respect to compensation, vacation accruals, other leave, retirement plans and other benefits), contingent Liabilities, uninsured Liabilities (including litigation) and off-balance sheet Liabilities (including bonds and guarantees).

3.14. Related Party Arrangements. All (a) services rendered and goods sold by the Company to any Seller or any Affiliate of any Seller, and (b) services rendered and goods sold by any Seller or any Affiliate of any Seller to the Company, in each case, have been recorded in the books and records of the Company at their full value as if they were transferred in arm's length transactions. Schedule 3.14 contains a true and complete list of (i) all debts for borrowed money owed by the Company to any Seller or any Affiliate of a Seller, or by any Seller or Affiliate of a Seller to the Company, (ii) all Contracts between the Company and a Seller or an Affiliate of a Seller, and (iii) all Contracts between the Company and a third party in which a Seller or an Affiliate of a Seller, in such Person's individual capacity, has a direct or indirect interest, other than the Seller Employment Agreements (such debts and Contracts, collectively, the "Related Party Arrangements").

3.15. Permits. Schedule 3.15 contains a true and correct description of all Permits issued to the Company, all of which are in full force and effect. The Business is currently being operated in material compliance with the terms of each such Permit. Except as described on Schedule 3.15, the Company will not be required, following the Closing, to file, apply for or obtain any Permit in order to operate the Business as currently owned and operated. The Company has not taken any action or failed to take any action which would reasonably be expected to result in or enable, with or without notice or lapse of time or both, the revocation or termination of any such Permit or the imposition of any restrictions thereon. No legal proceeding is pending or, to the Knowledge of the Sellers, threatened to revoke, modify or refuse to renew any of the Permits.

3.16. Compliance with Law. The Company has complied in all respects with every Order and in all material respects with every Law, and is not in violation of any Order or in material violation of any Law, in each case to which the Company is subject, and it has not failed to obtain, or to adhere to the requirements of, any Permit necessary to the ownership of the Company's assets or the operation of the Business. The Company has not received, nor to the Knowledge of the Sellers has there been issued, any notice from any Governmental Entity or other Third Party of any such violation or alleged violation of any applicable Laws or Orders by the Company.

3.17. Legal Proceedings. Except as set forth on Schedule 3.17:

(a) There is no legal proceeding or Claim (whether or not fully covered by insurance) pending or threatened against the Company that (i) relates to or affects the membership interests in the Company or the Business or the Property of the Company, (ii) questions the validity of this Agreement or any Related Agreement or (iii) would reasonably be expected, individually or in the aggregate, to (A) have a Material Adverse Effect on the Company or the Business, (B) impair the ability of the Company to perform its obligations under

this Agreement or any of the Related Agreements, or (C) prevent the consummation of any of the transactions contemplated hereby.

(b) There is no Order outstanding against the Company.

(c) No currently existing events, facts or circumstances would reasonably be expected to form the basis for any legal proceeding or Order which could have any of the effects described in Section 3.17(a).

3.18. Absence of Changes.

(a) Except as set forth on Schedule 3.18, since December 31, 2016, (i) there has been no event or condition which had a Material Adverse Effect on the Company or, to the Knowledge of the Sellers, is reasonably likely to result in a Material Adverse Effect on the Company, and (ii) the Company has conducted the Business in the ordinary course consistent with past practices. Without limiting the generality of the foregoing, since December 31, 2016, except as set forth on Schedule 3.18, the Company has not:

(i) acquired or agreed to acquire by merging or consolidating with, or by purchasing any of the equity interests of or a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, joint venture, association or other business organization or division thereof;

(ii) declared, set aside or paid any dividends or distributions, whether in cash, stock or property, to such person's equity holders or any other Person, or redeemed, repurchased or otherwise reacquired any of such Person's equity interests;

(iii) made any change in its accounting principles, practices or methods;

(iv) issued or sold any capital stock or other securities of any kind, or split, combined or reclassified any of its capital stock or other securities;

(v) increased the compensation of any director or officer, or granted any general salary or benefits increase to employees;

(vi) incurred any indebtedness involving borrowed money, including by guaranteeing any such indebtedness of another Person;

(vii) made any loans, advances or capital contributions to any other Person;

(viii) made or agreed to make any capital expenditures;

(ix) (A) removed any fixtures, Equipment or personal property from any of the Leased Real Property; (B) sold, discounted or otherwise disposed of any accounts receivable (except by collection in the ordinary course of business); or

(C) canceled or compromised any material indebtedness or Claim, or waived or released any rights of material value;

(x) made a material change in the character of the Business, or entered into any new business or relocated any of its facilities or acquired any additional operations or business or terminated, discontinued, closed or disposed of any facility or business operation;

(xi) made or changed any Tax election;

(xii) violated, in any material respect, any Laws applicable to the Company; or

(xiii) caused, suffered or permitted the creation or attachment of any Lien (other than Permitted Liens) on any of the assets of the Company.

(b) Since December 31, 2016, the Company has not made any cash disbursements, accelerated receivables, delayed payables or otherwise engaged in any financial behavior that, in each case, is not consistent with the Company's financial practices on and prior to December 31, 2016, and no Seller has caused the Company to take any such action.

3.19. Contracts, Leases, Etc.

(a) Schedule 3.19 sets forth a true and complete list of all Contracts to which the Company is a party, or by which any of its Property is bound, that fall into one or more of the following categories (each, a "Material Contract"):

(i) any agreement or commitment with any current or former shareholder, director or officer of the Company or any Affiliate of any of the foregoing;

(ii) any agreement, commitment or arrangement with any labor union or other representative of employees;

(iii) any license, sublicense, consent or other agreement (whether written or otherwise) pertaining to any Intellectual Property owned by the Company by which the Company has licensed or otherwise authorized a Third Party to use such Intellectual Property;

(iv) any written employment agreement with any current or (to the extent the Company remains liable thereunder) former employee involving the payment of more than \$120,000 per year individually, or any severance agreement with any current or (to the extent the Company remains financially liable thereunder) former employee that provides for salary continuation after termination of employment or a payment upon termination of employment;

(v) any agreement or commitment for the performance of services by a Third Party which involves in any one case \$150,000 or more than \$250,000 in the case of a series of related agreements or commitments;

(vi) any agreement or commitment which obligates the Company to sell products or perform services involving \$250,000 in any one case or in the case of a series of related agreements or commitments;

(vii) any lease under which the Company is either lessor or lessee of personal property and any lease under which the Company is the lessor of Real Property;

(viii) any note, debenture, mortgage, pledge, charge, security agreement, bond, conditional sale agreement, equipment trust agreement, letter of credit agreement, loan agreement or other Contract or commitment for borrowing or lending of money (including loans to or from current or former officers, directors or shareholders of the Company or any Affiliate of any of the foregoing), agreement or arrangements for a line of credit or guarantee, pledge or undertaking of the indebtedness of any other Person;

(ix) any Contract or series of related Contracts for any capital expenditures;

(x) any Contract limiting or restraining the Company from engaging or competing in any lines of business with any Person;

(xi) any Contract involving the purchase or sale of (A) the capital stock, partnership interests or other equity interests of another Person, (B) substantially all or a material portion of the assets of another Person, or (C) a merger, consolidation or joint venture with another Person;

(xii) any franchise or other similar agreement;

(xiii) any Contract or consent decree with any Governmental Entity;

(xiv) any power of attorney granted by the Company;

(xv) any Contract or series of related Contracts requiring payments or other consideration by or from the Company in excess of \$50,000 during the remainder of its term;

(xvi) any Contracts creating or reflecting any Liens on any of the Interests or any of the Property; or

(xvii) any other material Contract not made in the ordinary course of business.

(b) Each such Material Contract is valid and enforceable in accordance with its terms. The Company and, to the Knowledge of the Sellers, the Third Parties party thereto, are in compliance in all material respects with the provisions thereof. The Company nor, to the Knowledge of the Sellers, any of the Third Parties thereto is in material Default in the performance, observance or fulfillment of any obligation, covenant or condition contained therein, and, no event has occurred which with or without the giving of notice or lapse of time, or

both, would constitute a material Default thereunder by the Company or, to the Knowledge of the Sellers, any other party.

(c) None of such Material Contracts contains any provisions which would cause the Company to be liable to the other party thereto for any amount (or any increased price for goods or services being provided by the other party thereto) as a result of the consummation of the transactions contemplated hereby.

(d) Except as set forth on Schedule 3.19, no Material Contract includes a restriction on the Company's ability to compete.

(e) No party to any Material Contract (i) has provided any notice (written or, to the Knowledge of the Sellers, oral) to the Company of its intent to terminate, or withdraw its participation in, any such Material Contract, (ii) has threatened to terminate, or withdraw from participation in, any such Material Contract or (iii) to the Knowledge of the Sellers, is in Default under any provision thereof, and, to the Knowledge of the Sellers, no event has occurred, whether with or without the passage of time or the giving of notice, or both, that would constitute such Default.

(f) A true and correct copy of each written Contract included in the Material Contracts has been delivered or otherwise made available to the Purchaser prior to the date hereof.

3.20. Insurance.

(a) Except as set forth on Schedule 3.20, the Company has since its formation maintained in effect, and presently has in effect, insurance policies providing property, casualty, liability, errors and omissions, workers compensation and any other coverage required by Law. Schedule 3.20 lists each insurance policy to which the Company has been a party, the named insured, additional insured or otherwise the beneficiary of coverage.

(b) The Company has delivered or otherwise made available to the Purchaser a correct and complete copy of each insurance policy listed on Schedule 3.20 and in effect immediately prior to the Closing. With respect to each such insurance policy: (a) each such policy is in full force and effect and all premiums due thereunder have been paid and no notice of cancellation or termination has been received by the Company with respect to any such policy; (b) to the Knowledge of the Sellers, no other party to the policy is in material breach or Default (including with respect to the payment of premiums or the giving of notices), and, to the Knowledge of the Sellers, no event has occurred which would permit termination, modification, or acceleration, under the policy; and (c) to the Knowledge of the Sellers, no other party to the policy has repudiated any provision thereof. The Company shall, and the Sellers shall cause the Company to, keep such insurance or comparable insurance in effect through the Closing Date.

3.21. Intellectual Property.

(a) Set forth on Schedule 3.21(a) is a true and complete list, including, where relevant, the applicable jurisdiction, the registration number, application number or issuance

number, and the date of application, issuance or filing, of all Intellectual Property owned by the Company.

(b) Schedule 3.21(b) contains a complete and accurate list of all licenses, sublicenses, consents and other agreements (whether written or otherwise) by which a Third Party has licensed or otherwise authorized the Company to use or to redistribute such Third Party's Intellectual Property. Neither the Company nor, to the Knowledge of the Sellers, any Third Party is in material breach of or Default under any such license or other agreement, and each such license or other agreement is valid and in full force and effect. Except as specified on Schedule 3.7, no consents or approvals are required from any Third Party to permit the Company to continue to use such licenses, sublicenses, consents and other agreements following consummation of the transactions contemplated hereby.

(c) Except as set forth on Schedule 3.21(c), the Company has not granted any license or other right to use any of the Intellectual Property that the Company owns, whether or not requiring the payment of royalties, and no Third Party has any right to use any of such Intellectual Property. To the Knowledge of the Sellers, no Person is infringing upon any of the Company's rights to such Intellectual Property. The operation of the Business does not infringe or otherwise violate the Intellectual Property rights of any Third Party, and the Company has not received notice of infringement upon, misappropriation of or conflict with any asserted right of any Third Party (including any employee or former employee of the Company) under any Intellectual Property.

(d) The Company (i) has the exclusive right to use all Intellectual Property that it owns and (ii) has the right to bring actions for the infringement or other violations of such Intellectual Property necessary for the operation of the Business.

(e) The Company does not infringe upon, misappropriate or conflict with the asserted rights of any other Person under any Intellectual Property; and the Company's interest in any Intellectual Property owned or licensed by the Company, or which the Company uses under claim of right in the Business, is not invalid or unenforceable by the Company.

(f) The Company has taken reasonable steps to protect and preserve the confidentiality of all confidential information that relates to its Intellectual Property, including technical information developed by and belonging to the Company that has not been patented. Without limiting the foregoing, the Company has, and generally enforces, a policy requiring each employee, consultant and contractor to execute proprietary information, confidentiality and assignment agreements in substantially its standard form (true and correct copies of which have been provided to the Purchaser), and the Company generally requires its current and former employees, consultants and contractors to execute such agreements in substantially its standard form, which such standard forms provide for continued enforceability after the consummation of the transactions contemplated by this Agreement.

(g) All Intellectual Property developed by or for the Company was conceived, invented, reduced to practice, reduced to tangible form, written or otherwise created solely by either (i) employees of the Company acting within the scope of their employment, or (ii) persons or entities who have executed a written assignment that designates such Intellectual Property as

the Intellectual Property of the Company on a “work for hire” basis, or irrevocably assigns and transfers all right, title and interest in and to such Intellectual Property (including the right to seek past and future damages with respect to such Intellectual Property) to the Company, and the Company is the sole and exclusive owner of such Intellectual Property (except to the extent that the Company has subsequently transferred such Intellectual Property to its customers).

(h) No Intellectual Property that is registered in the name of the Company with a Governmental Entity or other administrative body is subject to the payment of any registration, maintenance or renewal fees or actions and/or responses falling due within three months following the Closing.

3.22. Labor Matters.

(a) Schedule 3.22 sets forth a complete and accurate list showing all managers, officers, consultants and employees of the Company, listing all Contracts with such managers, officers, consultants and employees and the rate of compensation of each such Person as of December 31, 2016. Since December 31, 2016, there have been no increases in the compensation payable or any bonuses paid to or accrued for (i) any Seller or (ii) except as set forth on Schedule 3.22, any other such manager, officer, consultant or employee. All individuals characterized and treated by the Company as independent contractors or consultants are properly treated as independent contractors under all applicable Laws.

(b) The Company has materially complied and is in material compliance with all Laws which relate to wages, hours, discrimination in employment and collective bargaining, and the Company is not liable for any arrears of wages or penalties for failure to comply with any of the foregoing. Except as set forth on Schedule 3.22, there is no written Claim or legal proceeding against the Company (whether under federal, state or local Law, under any employment Contract, or otherwise) brought or, to the Knowledge of the Sellers, threatened or demanded by any employee on account of or for: (i) overtime pay, other than overtime pay for work done during the current payroll period; (ii) wages or salary for any period other than the current payroll period; (iii) any amount of vacation pay or pay in lieu of vacation time, other than vacation time or pay in lieu thereof earned in or in respect of the current fiscal year; or (iv) any violation of any Law relating to minimum wages or maximum hours of work. Except as set forth on Schedule 3.22, there is no written Claim or legal proceeding against the Company (whether under federal, state or local Law, under any employment Contract, or otherwise) brought or, to the Knowledge of the Sellers, threatened by any Person (including any Governmental Entity) relating to discrimination or occupational safety in employment or employment practices (including the Occupational Safety and Health Act of 1970, The Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, or the Age Discrimination in Employment Act of 1967).

(c) The Company is not nor has ever been bound by or subject to any arrangement with any labor organization. No employees of the Company are represented by any labor organization or covered by any collective bargaining agreement.

3.23. Employee Benefit Plans.

(a) Schedule 3.23(a) sets forth a complete and accurate list of each Employee Benefit Plan. With respect to each Employee Benefit Plan that is currently in effect, the Sellers or the Company have delivered or made available to the Purchaser, to the extent applicable, true and complete copies of (i) the plan document, trust agreement and any other document governing such Employee Benefit Plan, (ii) the summary plan description, (iii) all Form 5500 annual reports and attachments for the three most recent plan years, and (iv) the most recent IRS determination letter, if any, for such Employee Benefit Plan.

(b) Neither the Company nor any of its ERISA Affiliates is, or has ever been, obligated to contribute to, or has incurred any liability to, any Multiemployer Plan.

(c) Each Employee Benefit Plan that provides medical benefits has been operated in compliance in all material respects with the requirements of Sections 601 through 608 of ERISA and Section 4980B of the Code and regulations thereunder relating to the continuation of coverage under certain circumstances in which coverage would otherwise cease.

(d) No Employee Benefit Plan maintained by the Company provides post-retirement medical benefits, post-retirement death benefits or other post-retirement welfare benefits except as required by Section 4980B of the Code or any corresponding state law.

(e) All contributions to, and payments from, the Employee Benefit Plans which may have been required to be made in accordance with the Employee Benefit Plans and, when applicable, Section 302 of ERISA or Section 412 of the Code, have been timely made.

(f) There have been no written statements or communications made or materials provided to any employee or former employee of the Company or its Affiliates (including any ERISA Affiliate or any employee, officer, manager or director of an ERISA Affiliate) which provide for or would reasonably be construed as a contract or promise by the Purchaser to provide for any pension, welfare, or other insurance-type benefits to any such employee or former employee, whether before or after retirement.

(g) Each Employee Benefit Plan complies in all material respects with all applicable Laws, including ERISA, the Age Discrimination in Employment Act, as amended, the Americans with Disabilities Act, the Family Medical Leave Act, Title VII of the Civil Rights Act of 1964, as amended, and Title X of the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended.

(h) There are no events, contingencies, Claims, Orders or Legal Proceedings that could rise to the level of material Liability with the IRS, the Pension Benefit Guaranty Corporation, the United States Department of Labor, or any other Governmental Entity nor, to the Knowledge of the Sellers, any other Person on account of any event or circumstances arising under any Employee Benefit Plan or a claim for benefits under any such plan.

(i) The Company has no Liability for (a) any bonus, severance or other payment which will be created or become payable to any current or former member, manager, officer, employee or consultant of the Company, including pursuant to any employment

agreement, employee benefit plan or other Contract, or (b) any payment or benefit to any such Person that accelerates, in each case as a result of the execution, delivery or consummation of the transactions contemplated by this Agreement (without regard to when any such bonus, severance payment or benefit is due).

3.24. Environmental Laws. The Company and the operation of the Business are and have been in compliance in all material respects with all applicable Laws relating to (a) pollution or protection of the environment (including ambient air, surface water, groundwater, land, or surface or subsurface strata), including Laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, petroleum, or industrial, toxic or hazardous substances or wastes into the environment, and (b) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any of the foregoing including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq., and the rules and regulations promulgated under any of the foregoing. There have occurred no, and there are no, events, conditions, circumstances, activities, practices, incidents, or actions on the part of, or caused by, the Company (or to the Knowledge of the Sellers, caused by a Third Party) that would reasonably be expected to give rise to any common law or statutory liability, or otherwise form the basis of any Claim, legal proceeding, Order or action involving or relating to the Business or the Company, based upon or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment of any pollutants, contaminants, chemicals, petroleum or industrial, toxic or hazardous materials.

3.25. Customers. Schedule 3.25 attached hereto sets forth a true and complete list of the names and addresses of the ten largest customers of the Company by net sales for the year ended December 31, 2016, and as of the last day of the last full calendar month prior to the Closing for the period since January 1, 2017. No actual termination or cancellation of the business relationship of the Company with any customer or group of customers listed on Schedule 3.25 has occurred or, to the Knowledge of the Sellers, is threatened. There is no present or, to the Knowledge of the Sellers, impending Material Adverse Change or material modification or alteration in any of the relationships of the Company with any customer or group of customers listed on Schedule 3.25, including any intent not to renew or facts and circumstances that would reasonably cause any specific customer or group of customers to fail to continue or renew its existing relationship with the Company.

3.26. Brokers. Except for Cardinal Points Group, LLC, the fees and expenses of which will be paid in full by the Company at or prior to the Closing, no broker, investment banker, financial advisor or other similar Person is entitled to any broker's, finder's, consulting, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of the Company, any Seller or any Person acting on their behalf.

3.27. Taxes and Tax Returns.

(a) The Company has duly and timely filed all Tax Returns required to be filed by it on or before the Closing Date (taking into account extensions) with any Governmental

Entity. Each such Tax Return is true, accurate and complete in all material respects. The Company has timely paid in full all Taxes due for the period covered by each such Tax Return, whether or not shown on such Tax Return. All Taxes not yet due and payable are reflected as a liability on the Financial Statements to and through December 31, 2016. The Company has no Tax liability subsequent to such date other than for Taxes incurred in the ordinary course of its business.

(b) The Company has complied with all Laws relating to the payment and withholding of Taxes and information reporting and back-up (including withholding of Taxes pursuant to Sections 1441 and 1442 of the Code) and has, within the time and in the manner prescribed by Law, withheld from employee wages and paid over, in a timely manner, to the proper Taxing Authorities all amounts required to be so withheld and paid over under applicable Law.

(c) No deficiency for any Taxes has been asserted or assessed by a Taxing Authority against the Company that has not been resolved and paid in full or reserved for on the Financial Statements and, to the Knowledge of the Sellers, no deficiency for any Taxes has been proposed that has not been fully reserved for and identified on the Financial Statements. The Company has not received any outstanding or unresolved notices from the IRS or any other Taxing Authority of any proposed examination of the Tax Returns of the Company. No legal proceeding or audit is pending with regard to any of the Company's Taxes or Tax Returns.

(d) There are no outstanding waivers, agreements or comparable consents given by the Company regarding the application of the statute of limitations for assessment or collection with respect to any Taxes or Tax Returns of the Company.

(e) The Company has delivered or made available to the Purchaser copies of all federal, state, local and foreign income or franchise Tax Returns filed by the Company, examination reports with respect to the Company, and statements of deficiencies assessed against or agreed to by the Company for the last three years.

(f) None of the Property is required to be treated as owned by any other Person pursuant to the "safe harbor lease" provisions of former Section 168(f)(8) of the Code.

(g) The Company is not a party to or bound by any tax allocation or sharing agreement. The Company (A) has never been a member of an affiliated group filing a consolidated federal income Tax Return and (B) has no liability for the Taxes of any Person (other than the Company) under Reg. §1.1502-6 (or any similar provision of state, local, or foreign Law), as a transferee or successor, by Contract or otherwise.

(h) The Company does not have any permanent establishment located in any tax jurisdiction other than the United States nor is liable for the payment of Taxes levied by any such jurisdiction located outside the United States. The Company has never been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code.

(i) The Company is not a party to any Contract, arrangement, or plan that has resulted or could result, separately or in the aggregate, alone or upon the occurrence of an additional or subsequent event, in the acceleration, vesting, or increase in benefits, or any other

payment that may be an “excess parachute payment” within the meaning of Section 280G of the Code (or any corresponding provision of state, local, or foreign Tax Law).

(j) The Company is not subject to any adjustments under Section 481 of the Code.

(k) The Company has not engaged in any transaction that is, or is substantially similar to, any of the types of transactions that the IRS has determined to be a Tax avoidance transaction and identified by notice, regulation or other form of published guidance as a reportable or listed transaction, as set forth in Treasury Regulations Section 1.6011-4(b)(1) and Section 1.6011-4(b)(2).

3.28. Books and Records. The books and records of the Company fairly record and reflect all transactions material to the operations of the Company and the Business.

3.29. Powers of Attorney. There are no outstanding powers of attorney executed on behalf of the Company.

3.30. Sanctions. Neither the Company nor any of its managers, officers or Affiliates: (a) is a Person who is subject to Sanctions (a “Person under Sanctions”); or (b) has activities violating any Sanctions that apply to it. No Seller is a Person under Sanctions. No Seller that is an entity has any director, officer or manager that is a Person under Sanctions or is owned or controlled by a Person under Sanctions.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF EACH SELLER

Each Seller represents and warrants to the Purchaser, with respect to such Seller only, as follows:

4.1. Title to Interests. Such Seller is, and on the Closing Date will be, the record and beneficial owner of the Interests set forth opposite such Seller’s name on Schedule 3.4, free and clear of all Liens. Upon delivery of and payment for the Interests at the Closing, the Purchaser will acquire good and valid title to such Seller’s Interests, free and clear of any Lien. Such Seller is not a party to or bound by any agreements, options, calls, contracts or commitments of any character relating to any issued or unissued Interests or any other debt or equity security issued or to be issued by the Company, including any agreement, instrument or understanding, order or decree that would restrict the transfer of such Seller’s Interests pursuant to this Agreement. Such Seller has not entered into or granted to any Person any outstanding warrants, options, commitments, agreements or understandings (except for the transactions contemplated hereby) to sell, transfer or otherwise dispose of any membership interests in the Company. Such Seller is not party to any voting trust or other similar agreement or understanding with respect to the voting of the Interests of the Company.

4.2. Authority to Execute and Perform Agreement. Such Seller has the full legal right, power and capacity, and all authority and approval required, to enter into, execute and deliver this Agreement and the Related Agreements to which such Seller is party and to perform fully such Seller’s obligations hereunder and thereunder. This Agreement and the Related

Agreements to which such Seller is a party have been duly executed and delivered and are valid and binding obligations of such Seller enforceable in accordance with their terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or similar Laws affecting the rights of creditors generally and general equity principles (regardless of whether enforceability is considered in a proceeding at law or in equity).

4.3. Conflict with other Instruments; Absence of Restrictions. The execution, delivery and performance by such Seller of this Agreement and each of the Related Agreements to which such Seller is a party, and the consummation by such Seller of the transactions contemplated hereby and thereby, do not and will not: (i) result in a Default, of or under any Law, Permit or Order applicable to or binding upon such Seller, or any Material Contracts, Permits or Licenses to which such Seller is a party or by which such Seller is bound; (ii) result in the creation or imposition of any Lien upon any of the assets or properties of such Seller; or (iii) result in the termination, amendment or modification of, or give any party the right to terminate, amend, modify, abandon, or refuse to perform any Material Contract, License or Permit to which such Seller is a party or by which such Seller or any of his properties or assets is bound, or result in the acceleration or modification, or give any party the right to accelerate or modify, the time within which, or the terms under which, any duties or obligations are to be performed, or any rights or benefits are to be received under any Contract, License or Permit to which such Seller is a party or by which such Seller or any of such Seller's properties or assets is bound.

4.4. Government and Third-Party Approvals. No Governmental Consent or Consent of any Person is required (i) for the execution, delivery and performance by such Seller of this Agreement or any of the Related Agreements to which such Seller is a party, or (ii) in connection with the consummation by such Seller of the transactions contemplated hereby.

4.5. Legal Proceedings. There is no legal proceeding or Order pending against or, to the Knowledge of such Seller, threatened against or affecting such Seller or any of such Seller's properties or otherwise that could adversely affect or restrict the ability of such Seller: (i) to perform such Seller's obligations under this Agreement or any of the Related Agreements to which such Seller is a party; or (ii) to consummate fully the transactions contemplated hereby, or that question the validity of this Agreement or the Related Agreements.

4.6. Insolvency. Such Seller is not insolvent and has not (a) made a general assignment for the benefit of creditors; (b) filed a voluntary bankruptcy petition; (c) become the subject of an order for relief or been declared insolvent in any federal or state bankruptcy or insolvency proceeding; (d) filed a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Law; (e) filed an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Seller in a proceeding of the type described in the preceding clauses of this Section 4.6; (f) sought, consented to or acquiesced in the appointment of a trustee, receiver or liquidator of all or any substantial part of such Seller's properties; (g) had a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Law commenced against such Seller; or (h) without the Seller's consent or acquiescence, had appointed a trustee, receiver or liquidator of such Seller or of all or any substantial part of such Seller's properties.

4.7. Brokers. Except for Cardinal Points Group, LLC, the fees and expenses of which will be paid in full by the Company at or prior to the Closing, no broker, investment banker, financial advisor or other similar Person is entitled to any broker's, finder's, consulting, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of such Seller or any Person acting on such Seller's behalf.

4.8. Sanctions. Such Seller is not a Person under Sanctions. If such Seller is an entity, such Seller does not have any director, officer or manager that is a Person under Sanctions, and such Seller is not owned or controlled by a Person under Sanctions.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Sellers as follows:

5.1. Organization. The Purchaser is a corporation duly formed, validly existing and in good standing under the laws of the State of California. The Purchaser (i) has the corporate power and authority to own and operate its properties and assets and to transact its business as currently conducted and (ii) is duly qualified and authorized to do business and is in good standing in all jurisdictions where the failure to be duly qualified, authorized and in good standing would have a Material Adverse Effect on the Purchaser.

5.2. Authorization. The Purchaser has the corporate power and authority to enter into and perform this Agreement and each of the Related Agreements to which it is a party, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Purchaser of this Agreement and each of the Related Agreements to which it is a party, and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement and each of the Related Agreements to which the Purchaser is a party have been duly executed and delivered by the Purchaser and constitute the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or similar Laws affecting the rights of creditors' generally and general equity principles (regardless of whether enforceability is considered in a proceeding at law or in equity).

5.3. Conflict with other Instruments. The execution, delivery and performance by the Purchaser of this Agreement and each of the Related Agreements to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not result in a Default, of or under any Law, Permit or Order applicable to or binding upon the Purchaser.

5.4. Legal Proceeding. There is no legal proceeding or Order pending against or, to the knowledge of the Purchaser, threatened against or affecting, the Purchaser or any of its properties or otherwise, and the Purchaser has complied in all material respects with every Law to which the Purchaser is subject, in each case that could adversely affect or restrict the ability of the Purchaser (a) to perform its obligations under this Agreement or any of the Related Agreements to which it is a party; or (b) to consummate fully the transactions contemplated

hereby, or that in any manner draws into question the validity of this Agreement or the Related Agreements.

5.5. Government and Third-Party Approvals. No Governmental Consent or Consent of any Person (including any party to any Contract with the Purchaser) is required (i) for the execution, delivery and performance by the Purchaser of this Agreement or any of the Related Agreements to which it is a party, or (ii) in connection with the consummation by the Purchaser of the transactions contemplated hereby or thereby.

5.6. No Present Claim. Except as previously disclosed to the Seller Representative in writing, (a) neither of Purchaser's representatives Jean Marc Toledano or Zubin Irani is currently aware of any Claim that Purchaser may bring for breach of any of the representations and warranties of the Company or any Seller under Article III or Article IV of this Agreement and (b) the Purchaser has no present intention to bring a Claim under this Agreement based on any inaccuracy in or breach of any of the representations and warranties of the Company or any Seller under Article III or Article IV of this Agreement.

5.7. Brokers or Finders. The Purchaser has not engaged the services of any broker or finder with respect to the transactions contemplated by this Agreement.

ARTICLE VI CONDITIONS PRECEDENT TO THE CLOSING

6.1. Obligation of the Purchaser to Close. The obligation of the Purchaser to consummate the transactions contemplated hereby on the Closing Date shall be subject to the satisfaction (or waiver by the Purchaser, in its sole discretion) of the following conditions on or prior to the Closing Date:

(a) Accuracy of Representations and Warranties. Each of the representations and warranties of the Sellers and the Company contained in this Agreement or the Related Agreements shall have been true and correct in all material respects (other than representations and warranties subject to "materiality" qualifiers, which shall be true and correct as stated) when made and shall be true and correct in all material respects (other than representations and warranties subject to "materiality" qualifiers, which shall be true and correct as stated) on and as of the Closing Date as if made at the Closing (provided, that representations and warranties which address matters only as of a certain date shall have been true and correct in all material respects (other than representations and warranties subject to "materiality" qualifiers, which shall be true and correct as stated) as of such certain date).

(b) Covenants. Each of the covenants contained in this Agreement or the Related Agreements to be performed or complied with by the Sellers or the Company at or before the Closing Date shall have been performed or complied with in all material respects.

(c) No Material Adverse Change. There shall not have occurred during the period from the date hereof to the Closing Date and be continuing as of the Closing Date any Material Adverse Change with respect to the Company.

(d) Debt. The Company shall have no debt for borrowed money.

(e) Dividends. No dividends, redemption of limited liability company interests or distribution of capital or reserves of the Company shall have been declared, approved or paid in calendar year 2016 or 2017 other than tax distributions to the Sellers for calendar 2016 and the period from January 1, 2017 to the Closing Date.

(f) Revenues. The Company's Revenues for the period from January 1, 2017 to June 30, 2017, shall be not less than \$2,800,000.

(g) Adjusted EBITDA. The Company's Adjusted EBITDA for the period from January 1, 2017 to June 30, 2017, shall be not less than \$400,000.

(h) Net Cash and Net Working Capital. The sum of (i) the Company's Net Cash on the Closing Date *plus* (ii) the Company's Net Working Capital on the Closing Date shall be greater than \$0.

(i) Billable Consultants. The Company shall employ or engage at least 30 billable consultants and employ or engage no more than 5 non billable staff.

(j) Absence of Legal Proceedings. No legal proceeding shall be pending or threatened wherein an unfavorable Order would prevent consummation of the Closing or affect adversely the right of the Purchaser to own, operate or Control the Company following the Closing, and no such Order shall be in effect.

(k) Governmental Consents. All Governmental Consents listed on Schedule 3.7 shall have been obtained and copies thereof shall have been delivered to the Purchaser.

(l) Third Party Consents. All Consents of Third Parties that are listed on Schedule 3.6 shall have been obtained and copies thereof shall have been delivered to the Purchaser.

(m) Related Party Arrangements. All debts owing by or to the Company which constitute Related Party Arrangements shall have been repaid, and all Related Party Arrangements shall have been terminated.

(n) Closing Deliveries. At the Closing, the Seller Representative shall have delivered to the Purchaser:

(i) All certificates, if any, representing the Interests, and assignments of limited liability company interests, in form reasonably satisfactory to the Purchaser, transferring all of the Interests to the Purchaser or its designee;

(ii) All of the Company's books and records, including all minute books, equity transfer ledgers, employment records, financial and accounting records, and files (delivery of which may be accomplished by making such books and records available at the Company's facilities);

(iii) A counterpart of a Seller Employment Agreement, duly executed by each Seller;

(iv) A counterpart of the Escrow Agreement, duly executed by the Seller Representative;

(v) A properly completed IRS Form W-9 of each Seller, executed as of the Closing Date;

(vi) The resignation, dated effective as of the Closing Date, of each manager, officer and other representative of the Company, in form and substance reasonably acceptable to the Purchaser;

(vii) An updated Schedule 3.8(c) listing all Equipment of the Company on the Closing Date and

(viii) an updated Schedule 3.11 listing all accounts receivable of the Company on the Closing Date.

(o) Closing Certificates. The Seller Representative shall have delivered to the Purchaser a certificate dated as of the Closing Date and signed by each Seller to the effect that (i) the conditions set forth in Section 6.1(a) through (i) have been satisfied and (ii) no legal proceeding or Order described in Section 6.1(j) is pending or, to the Knowledge of the Sellers, threatened.

(p) Secretary's Certificate. The Seller Representative shall have delivered to the Purchaser a certificate or certificates dated as of the Closing Date and signed on behalf of the Company by its Secretary to the effect that: (i) the Organizational Documents of the Company attached to the certificate are true and complete, have been in full force and effect in the form attached since the date of the adoption of the authorizing resolutions with respect to the transactions contemplated hereby and by the Related Agreements, and have not been amended since the date of the last amendment annexed thereto; (ii) the resolutions of the Members or Board of Managers of the Company, as applicable, authorizing the actions taken in connection with the transactions contemplated hereby were duly adopted at a duly convened meeting thereof, at which a quorum was present and acting throughout or by unanimous written consent, remain in full force and effect, and have not been amended, rescinded or modified; (iii) the individuals executing this Agreement and each of the Related Agreements to which the Company is a party on behalf of the Company are incumbent managers, officers or otherwise duly authorized to execute such agreements and documents on behalf of the Company and the specimen signatures on such certificate are their genuine signatures; and (iv) the Company is in good standing in its jurisdiction of formation and attached thereto is a good standing certificate of the Company, certified by the Secretary of State of such jurisdiction or other appropriate official and dated as of a date not more than ten days prior to the Closing Date.

(q) Phantom Stock Plan. The Seller Representative shall have delivered to the Purchaser evidence reasonably satisfactory to the Purchaser that the Phantom Stock Plan has been terminated such that no new obligations may accrue thereunder. (For the avoidance of

doubt, obligations arising solely based on the Sellers' earning of the Earn-Out Payment shall not be considered new obligations for purposes of this Section 6.1(q.)

(r) Pennsylvania Qualification. The Seller Representative shall have delivered to the Purchaser a good standing certificate of the Company issued by the Secretary of State of the Commonwealth of Pennsylvania evidencing the Company's qualification to do business in such jurisdiction, and all amounts payable by the Company as a result of having done business in such jurisdiction without having been qualified shall have been paid.

6.2. Obligation of the Sellers to Close. The obligation of the Sellers to consummate the transactions contemplated hereby on the Closing Date shall be subject to the satisfaction (or the waiver by the Seller Representative, in his sole discretion) of the following conditions on or prior to the Closing Date:

(a) Accuracy of Representations and Warranties. Each of the representations and warranties of the Purchaser contained in this Agreement and the Related Agreements shall have been true and correct in all material respects (other than representations and warranties subject to "materiality" qualifiers, which shall be true and correct as stated) when made and shall be true and correct in all material respects (other than representations and warranties subject to "materiality" qualifiers, which shall be true and correct as stated) on and as of the Closing Date as if made at the Closing (provided, that representations and warranties which address matters only as of a certain date shall have been true and correct in all material respects (other than representations and warranties subject to "materiality" qualifiers, which shall be true and correct as stated) as of such certain date).

(b) Covenants. Each of the covenants contained in this Agreement and the Related Agreements to be performed or complied with by the Purchaser at or before the Closing Date shall have been performed or complied with in all material respects.

(c) Absence of Legal Proceedings. No legal proceeding shall be pending or threatened wherein an unfavorable Order would prevent consummation of the Closing, and no such Order shall be in effect.

(d) Closing Deliveries. At the Closing, the Purchaser shall have delivered to the Seller Representative:

(i) The Closing Payment;

(ii) A counterpart of the Escrow Agreement, duly executed by the Purchaser and the Escrow Agent; and

(iii) A counterpart of each Seller Employment Agreement, duly executed by the Company.

(e) Escrow Deposit. The Purchaser shall have delivered the Escrow Deposit to the Escrow Agent pursuant to the Escrow Agreement.

(f) Closing Certificate. The Purchaser shall have executed and delivered to the Seller Representative a certificate to the effect that (i) the conditions set forth in Section 6.2(a) and (b) have been satisfied and (ii) the Purchaser has no knowledge that any legal proceeding or Order described in Section 6.2(c) is pending or threatened.

(g) Secretary's Certificate. The Purchaser shall have delivered to the Seller Representative a certificate dated as of the Closing Date and signed on behalf of the Purchaser by its Secretary to the effect that: (i) the Organizational Documents of the Purchaser attached to the certificate are true and complete, have been in full force and effect in the form attached since the date of the adoption of the authorizing resolutions with respect to the transactions contemplated hereby and by the Related Agreements, and have not been amended since the date of the last amendment annexed thereto; (ii) the resolutions of the Board of Directors of the Purchaser authorizing the actions taken in connection with the transactions contemplated hereby were duly adopted at a duly convened meeting thereof, at which a quorum was present and acting throughout, or by unanimous written consent, remain in full force and effect, and have not been amended, rescinded or modified; (iii) the individuals executing this Agreement and each of the Related Agreements to which the Purchaser is a party on behalf of the Purchaser are incumbent officers or otherwise duly authorized to execute such agreements and documents on behalf of the Purchaser and the specimen signatures on such certificate are their genuine signatures; and (iv) the Purchaser is in good standing in its jurisdiction of incorporation and attached thereto is a good standing certificate with respect to the Purchaser certified by the Secretary of State of the State of Delaware, dated as of a date not more than ten days prior to the Closing Date.

ARTICLE VII ADDITIONAL COVENANTS

7.1. Conduct of Business Prior to Closing. From the date hereof through the earlier of the Closing or the termination of this Agreement, except as expressly contemplated by this Agreement or with the prior written consent of the Purchaser, the Company shall, and the Sellers shall cause the Company to, conduct itself as follows:

(a) The Company shall carry on the Business in the usual, regular and ordinary course in substantially the same manner as heretofore conducted. In addition, Company shall use all commercially reasonable efforts (i) to preserve intact its present business organization and goodwill and preserve the goodwill and relationships with customers, suppliers and others having business dealings with it, (ii) to keep available the services of its present officers, employees and consultants, and (iii) to maintain and keep material properties and assets in as good repair and condition as at present, subject to ordinary wear and tear, and maintain supplies and inventories in quantities consistent with past practice.

(b) The Company shall not take any action described in Section 3.18.

(c) The Company shall (i) promptly notify the Purchaser of any significant changes in the Business, Properties, assets, condition (financial or other) or results of operations of the Company; and (ii) promptly provide the Purchaser with copies of all filings made by the Company with any state or federal court, administrative agency, commission or other

Governmental Authority in connection with this Agreement or the transactions contemplated hereby.

(d) The Company shall afford to the Purchaser, its agents, attorneys, accountants and other authorized representatives, reasonable access to all of the properties, assets, financial condition, operations, books and records, files, correspondence, computer output, data, files, log books, technical and operating manuals and other materials of the Company (including those in the possession or control of its accountants, attorneys and any other Third Party), for the purpose of permitting the Purchaser to make such due diligence investigation and examination of the Business, assets, Properties and books and records of the Company as the Purchaser, in its discretion, shall deem to be reasonably necessary or appropriate. The Company shall cause its employees, counsel, accountants and representatives to cooperate fully with the employees and representatives of the Purchaser in connection with such investigation, access and examination. The results of such investigation and examination shall not relieve the Sellers or the Company from their respective obligations with respect to the representations and warranties made in this Agreement.

(e) The Sellers shall use all commercially reasonable efforts to obtain all Consents and Governmental Consents required under this Agreement for the consummation of the transactions contemplated hereby by the Sellers and the Company. The Seller Representative shall promptly notify the Purchaser of any failure or prospective failure to obtain any such Consents or Governmental Consents and, if requested by the Purchaser, shall provide copies of all such Consents and Governmental Consents obtained by the Sellers or the Company to the Purchaser.

7.2. Insider Trading. The shares of Alten S.A., the ultimate parent of the Purchaser, are publicly traded in France and, accordingly, each Seller, the Company, the directors, officers, employees and agents of the Company, and each of their respective representatives, is required to comply with applicable Laws relating to insider trading in France, which may restrict the ability of such persons to buy, sell or engage in other transactions with respect to the shares of Alten S.A.

7.3. Exclusivity. Unless and until this Agreement is validly terminated pursuant to Section 11.1, none of the Sellers, the Company, nor any of the Company's managers, officers, employees, agents, affiliates or representatives, shall (a) take any action to solicit, initiate submission of or encourage proposals or offers from any person or entity relating to any acquisition or purchase of all, substantially all, or (other than in the ordinary course of business) a portion of the assets of or any equity interest in the Company, any merger or business combination with or involving the Company, or any public or private offering or sale of shares of the capital stock of or financing of or joint venture involving the Company (an "Acquisition Proposal"); (b) participate in any further discussions or negotiations, or enter into any agreement, regarding an Acquisition Proposal with any person or entity other than the Purchaser and its representatives; (c) furnish any further information, or afford further access to the Company's management and employees, books and records, or premises, to any person or entity that may consider making or has made an offer with respect to an Acquisition Proposal other than the Purchaser and its representatives; or (d) otherwise cooperate in any way with, or assist or

participate in, facilitate, or encourage, any offer or attempt by any other person or entity to do any of the foregoing.

7.4. Public Announcements. Except as may be required by applicable Law or the rules of any applicable stock exchange, none of the Company, the Sellers, nor the Purchaser shall (and each such party shall cause its Affiliates not to) issue any public announcement or statement with respect to this Agreement or the transactions contemplated hereby without the consent of the other party (which consent shall not be unreasonably withheld or delayed); provided, that Alten S.A. or any of its Affiliates shall have the right (but no obligation) to issue a press release announcing the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

7.5. Efforts to Consummate. Subject to the terms and conditions hereof, without payment or further consideration, each party shall use its commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary, proper or advisable to cause the conditions to the obligations of such party to consummate the transactions contemplated hereby to be satisfied as soon as reasonably practicable.

7.6. Related Party Arrangements. From and after the Closing, the Company shall have no Liability under, and no Seller shall cause or permit the Company to pay any amount pursuant to, any Related Party Arrangement.

7.7. No Willful Action; Further Assurances. No party shall willfully take any action that would be reasonably likely to result in a material breach of any provision of this Agreement or in any of the representations and warranties of such party set forth in this Agreement being untrue on and as of the Closing Date. Each party shall, at any time and from time to time upon the reasonable request of any other party hereto, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further assignments, instruments of transfer and other documents as may be reasonably required for the assignment and transfer to the Purchaser of the Interests and for carrying out the purposes of this Agreement.

7.8. Integration. Each party shall use his or its commercially reasonable efforts to integrate the backend operations of the Company (*i.e.*, operations, finance, marketing and human resources activities) with those of the Purchaser and its Affiliates within 6 months after the Closing in a manner that does not, in the aggregate, adversely affect the Company's Business. Notwithstanding the foregoing, from the Closing Date through December 31, 2018, the Company shall not be required to (a) modify any services that are offered for sale by the Company on the Closing Date or discontinue sales of any such services, (b) increase or decrease the prices at which the Company offers its services for sale, (c) adopt new sales methods or modify its existing sales methods, or (d) discontinue after-sales support for any service or modify the terms on which such support is available to customers of the Company, in any case where the Seller Representative (i) reasonably believes that the change would adversely impact the ability of the Sellers to maximize the Earn-Out Payment and (ii) promptly notifies the Purchaser in writing of such belief.

7.9. Salient Warrants. Subject to payment of the Salient Warrant Surrender Amount in accordance with Section 2.3(e), the Seller Representative shall, as promptly as practicable but

no more than thirty (30) days following the Closing, deliver to the Purchaser the original Salient Warrants, which shall have been surrendered and cancelled at no further cost to the Company.

ARTICLE VIII RESTRICTIVE COVENANTS

8.1. Consideration. Each Seller acknowledges that: (a) the Company has been engaged, and after the Closing will be engaged, in the Business; (b) such Seller's affiliation with the Company has given such Seller access to trade secrets of and confidential information concerning the Business; (c) the Business is national and international in scope; (d) the Purchaser would not have entered into this Agreement or agreed that the Purchaser would acquire the Company but for the agreements and covenants of the Sellers contained in this Article VIII (the "Restrictive Covenants"); and (e) the Restrictive Covenants are essential to protect the business and goodwill of the Company and the Business being acquired by the Purchaser. Accordingly, the Restrictive Covenants represent consideration for the Purchaser's entering into this Agreement and consummating the transactions contemplated hereby.

8.2. Non-Competition; Non-Solicitation; Non-Interference. From the Closing Date until the second anniversary of the Closing Date, each Seller agrees not to, directly or indirectly; (a) solicit, induce, recruit or encourage any of the Company's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away any employees of the Company, or hire any employee who was an employee of the Company during the six-month period prior to the termination of such Seller's employment with the Company; (b) disparage the Company or any of its Affiliates, their respective products or services, or their respective officers, directors, managers or employees; (c) solicit on behalf of a Person or business that competes with the Business, or otherwise interfere with, the Company's relationship with any person, firm or entity who or which is or was a customer or supplier of, or otherwise maintained a business relationship with, the Company at any time during the period from one year prior to the Closing Date through the date of such solicitation or interference or from which the Company solicited or prepared to solicit orders or other business during such period, for purposes of discouraging or preventing such person, firm or entity from doing business with the Company; (d) engage as an employee or consultant in, or render any services to, any Person or business that competes with the Business; or (e) become interested in, or engage for such Seller's own account in, any business that competes with the Business as an individual, partner, shareholder, creditor, director, officer, principal, agent, trustee, advisor, franchisee or in any other relationship or capacity; provided, that such Seller may own, directly or indirectly, solely as an investment, publicly-traded securities of a firm or entity that competes with the Business if such Seller does not, directly or indirectly, own more than 1% of any class of securities of such firm or entity and provided, further, that the obligations of a Seller under Sections 8.2(d) and (e) shall terminate if such Seller's employment with the Company is terminated without "Cause", as defined in the Seller Employment Agreement of such Seller.

8.3. Confidentiality. Each party hereto shall, and shall cause its Affiliates and its and their respective directors, officers, employees, agents, counsel, accountants, financial advisors and other representatives to, (a) keep all Confidential Information of each other party and its Affiliates confidential and not to disclose or reveal any such Confidential Information to any Person other than such party's Affiliates and its and their respective directors, officers,

employees, agents, counsel, accountants, financial advisors and other representatives who need to know the Confidential Information for the purpose of the transactions contemplated hereby; and (b) not to use the Confidential Information of the other party or its Affiliates for any purpose other than (i) in connection with the consummation of the transactions contemplated hereby; (ii) to the extent necessary to obtain any of the Consents listed on Schedule 3.6 or any of the Governmental Consents listed on Schedule 3.7 or (iii) to enforce such party's rights and remedies under this Agreement. Nothing in this Agreement shall restrict any party or Affiliate of a party from making such public announcements or disclosures as may be required by applicable Law (including the rules of any stock exchange or other self-regulated body). If this Agreement is terminated prior to consummation of the Closing, each party will upon request return to the disclosing party or destroy (and certify to the applicable party the destruction of) all Confidential Information of the other parties in its possession or under its control. The obligations of the Purchaser under this Section 8.3 shall terminate with respect to Confidential Information of the Company upon completion of the Closing.

8.4. Specific Enforcement; Extension of Period. The parties acknowledge that any breach or threatened breach of the Restrictive Covenants will cause continuing and irreparable injury to the other party for which monetary damages would not be an adequate remedy. Accordingly, the parties shall be entitled to (a) injunctive relief from a court of competent jurisdiction, including specific performance, with respect to any such breach or threatened breach and (b) an accounting and payment of all profits derived or received by such party as the result of transactions constituting a breach of any of the Restrictive Covenants. In connection therewith, no party shall, in any legal proceeding to so enforce any provision of this Article VIII, assert the claim or defense that an adequate remedy at law exists or that injunctive relief is not appropriate under the circumstances. The rights and remedies of the parties set forth in this Section 8.4 are in addition to any other rights or remedies to which the parties may be entitled under this Agreement.

8.5. Interpretation. It is the desire and intent of the parties that the provisions of this Article VIII shall be enforceable to the fullest extent permissible under Law and public policy. Accordingly, if any provision of this Article VIII shall be determined to be invalid, unenforceable or illegal for any reason, then the validity and enforceability of the remaining provisions of this Article VIII shall not be affected thereby. If any particular provision of this Article VIII shall be adjudicated to be invalid or unenforceable, then such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable, such amendment to apply only to the operation of such provision in the particular jurisdiction in which such adjudication is made.

ARTICLE IX INDEMNIFICATION

9.1. Survival.

(a) Representations and Warranties. Notwithstanding any investigation made by or on behalf of any party prior to or after the Closing Date: (i) representations or warranties made by any party which were not true when made and were made by such party with intent to defraud or mislead shall survive in accordance with the applicable statute of limitations;

(ii) representations or warranties contained in Sections 3.1 (Organization, Power and Authority), 3.2 (Authorization), 3.3 (Capitalization of Company), 3.4 (Title to Interests), 4.1 (Title to Interests), 4.2 (Authority to Execute and Perform Agreement), 5.1 (Organization), and 5.2 (Authorization) shall survive indefinitely; (iii) representations or warranties contained in 3.23 (Employee Benefit Plans), 3.24 (Environmental Matters) and 3.27 (Taxes and Tax Returns), shall survive in accordance with the applicable statute of limitations; and (iv) all other representations and warranties made by any party in this Agreement or in any Related Agreement shall survive until the second anniversary of the Closing Date. A party's remedies with respect to Claims or Losses set forth with reasonable specificity in an Indemnity Notice or Claim Notice, as applicable, given prior to the applicable survival date shall survive until resolved in accordance herewith.

(b) Covenants, Agreements. All covenants and other agreements to be performed after Closing shall survive the Closing in accordance with their respective terms.

9.2. Indemnification by the Sellers and the Company.

(a) Indemnification Obligation. Regardless of any investigation undertaken or made by or on behalf of the Purchaser or any of its employees, agents or representatives prior to the Closing Date, the Sellers and, in the event this Agreement is terminated prior to the Closing, the Company shall indemnify, defend and hold harmless the Purchaser and its Affiliates and their respective directors, officers, employees, agents, shareholders, successors and assigns and legal representatives (the "Purchaser Indemnified Parties") from and against any and all Claims or Losses (including Claims or Losses arising out of facts or circumstances that occurred on or prior to the Closing Date, even though such Claim or Loss may not be filed or come to light until after the Closing Date) that may be imposed upon, incurred by or asserted against any of them to the extent that such Claims or Losses arise out of, are based upon or result from (i) any breach of any representation or warranty by the Company or any Seller under this Agreement or under any Related Agreement, (ii) non-fulfillment of any covenant to be performed by the Company or any Seller under this Agreement or any Related Agreement (including the Sellers' indemnification obligations under Sections 2.3(d) and 2.4(a) with respect to the Phantom Stock Termination Amount) and (iii) the matters set forth on Schedule 9.2(a).

(b) Application of Escrow Funds. Subject to the limitations set forth in this Article IX, amounts due to the Purchaser Indemnified Parties under this Section 9.2 and Article X shall be paid to the Purchaser Indemnified Parties first by the Escrow Agent to the Purchaser Indemnified Parties from the Escrow Funds in accordance with the Escrow Agreement. From and after such time as the Escrow Funds been reduced to zero, amounts due to the Purchaser Indemnified Parties shall be paid by the Sellers promptly upon demand therefor.

(c) Joint and Several Liability. Subject to the limitations set forth in this Article IX, the liability of the Sellers for indemnification under this Section 9.2 and Article X shall be joint and several with respect to all Claims and Losses; *provided* that, after such time as the Escrow Funds have been reduced to zero, the Sellers' liability for indemnification hereunder shall be several, and not joint, solely with respect to Claims and Losses that arise out of a Seller's breach of such Seller's representations and warranties in Article IV or such Seller's Restrictive Covenants.

(d) Liability of the Company. Notwithstanding anything to the contrary herein, upon consummation of the Closing, all indemnification obligations of the Company under this Section 9.2 shall cease and be of no further force or effect, and the Company shall have no obligation for contribution in respect of any claim for indemnification brought against any Seller under this Agreement or any Related Agreement.

9.3. Indemnification by the Purchaser. Regardless of any investigation undertaken or made by the Company, the Sellers, or any of their respective employees, agents or representatives prior to the Closing Date, the Purchaser shall indemnify, defend and hold harmless the Sellers and their Affiliates (including, solely prior to the Closing Date, the Company) and their respective directors, officers, employees, agents, successors and assigns and legal representatives (the "Seller Indemnified Parties") from and against any and all Claims or Losses (including Claims or Losses arising out of facts or circumstances that occurred on or prior to the Closing Date, even though such Claim or Loss may not be filed or come to light until after the Closing Date) that may be imposed upon, incurred by or asserted against any of them to the extent that such Claims or Losses arise out of, are based upon or result from: (a) any breach of any representation or warranty by the Purchaser under this Agreement or any Related Agreement; or (b) any non-fulfillment of any covenant to be performed by the Purchaser under this Agreement or any Related Agreement.

9.4. Payment; Procedure for Indemnification.

(a) Claim or Loss. In the event that the Person seeking indemnification under this Article IX (the "Indemnified Party") shall suffer an indemnifiable Claim or Loss, such Indemnified Party shall, promptly after obtaining knowledge of the incurrence of any such Claim or Loss, give a notice of intent to seek indemnity, describing such Claim or Loss in reasonable detail (an "Indemnity Notice"), to the party from whom indemnification under this Article IX is sought (the "Indemnifying Party"). The failure of any Indemnified Party to give the Indemnifying Party an Indemnity Notice shall not release the Indemnifying Party of liability under this Article IX, except to the extent that the Indemnifying Party is materially prejudiced by the failure to give such notice, or if such notice is not given by the applicable survival date. Within 30 days after the receipt by the Indemnifying Party of the Indemnity Notice, the Indemnifying Party shall either (i) pay to the Indemnified Party an amount equal to the indemnifiable Claim or Loss or (ii) object to such Claim or Loss, in which case the Indemnifying Party shall give written notice to the Indemnified Party of such objection together with the reasons therefor, it being understood that the failure of the Indemnifying Party to so object shall preclude the Indemnifying Party from asserting any claim, defense or counterclaim relating to the Indemnifying Party's failure to pay any indemnifiable Loss. The Indemnifying Party's objection shall not, in and of itself, relieve the Indemnifying Party from its obligations under this Article IX. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstances giving rise to the claim for indemnification set forth in the Indemnity Notice and shall provide such access to the Company's premises and personnel and the right to examine and copy any accounts, documents or records as the Indemnifying Party or any of its professional advisors may reasonably request in connection with such investigation. The Indemnifying Party and the Indemnified Party shall, for a period of ten days after the receipt of an objection notice, negotiate reasonably in good faith to resolve the subject of the Indemnity Notice. In the event that the parties are unable to resolve the subject of

the Indemnity Notice within such ten-day period, the issue shall be resolved in accordance with the provisions of Section 13.9 (Governing Law; Jurisdiction) and Section 13.10 (Waiver of Jury Trial) of this Agreement.

(b) Third Party Claims.

(i) Notwithstanding anything set forth in clause (a) above, in the event the facts giving rise to the claim for indemnification under this Article IX shall involve any Claim or legal proceeding or demand by any Third Party (a "Third Party Claim"), the Indemnified Party shall, promptly after obtaining knowledge of such Third Party Claim, send to the Indemnifying Party a written notice of intent to seek indemnity describing such Third Party Claim in reasonable detail (a "Claim Notice"). The failure of the Indemnified Party to give the Indemnifying Party the Claim Notice shall not release the Indemnifying Party of Liability under this Article IX, except to the extent that the Indemnifying Party's ability to defend such Third Party Claim is materially prejudiced by the failure to give such notice. The Indemnifying Party shall be entitled to defend such Third Party Claim in the name of the Indemnified Party at the Indemnifying Party's own expense and through counsel of its own choosing; provided, that such counsel is reasonably acceptable to the Indemnified Party and provided, further, that if the Indemnified Party reasonably concludes that there are defenses available to it that are different or additional to those available to the Indemnifying Party or if the interests of the Indemnified Party may be reasonably deemed to conflict with those of the Indemnifying Party, then the Indemnified Party shall have the right to select a single separate counsel to participate in the Indemnifying Party's defense of such Third Party Claim, and the reasonable fees, expenses and disbursements of such separate counsel shall be paid or reimbursed by the Indemnifying Party as incurred. The Indemnifying Party shall give the Indemnified Party notice in writing within ten days after receiving a Claim Notice from the Indemnified Party whether the Indemnifying Party intends to exercise its right to assume the defense of the Third Party Claim. If the Indemnified Party has received no such notice within such time period, the Indemnified Party may take control of the defense of such Third Party Claim and the Indemnifying Party shall pay the reasonable costs of such defense; provided, that the Indemnifying Party shall also have the right to participate, at its own expense, in the Indemnified Party's defense of such Third Party Claim.

(ii) Whenever the Indemnifying Party is entitled to defend any Third Party Claim hereunder, the Indemnified Party may elect, by notice in writing to the Indemnifying Party, to continue to participate through its own counsel, at its expense, but the Indemnifying Party shall have the right to control the defense of the Third Party Claim.

(iii) Notwithstanding any other provision contained in this Agreement, the party controlling the defense of a Third Party Claim shall not settle such Third Party Claim without the written consent of the other party; provided, that if the Indemnified Party is controlling the defense of the Third Party Claim and shall have, in good faith, negotiated a settlement thereof, which proposed settlement contains terms that are reasonable under the circumstances, then the Indemnifying Party shall not withhold or

delay the giving of its consent to such settlement. In the event that (A) the Indemnifying Party is controlling the defense of the Third Party Claim and has negotiated a settlement thereof, which proposed settlement is substantively final and unconditional as to the parties thereto (other than the consent of the Indemnified Party required under this Section 9.4) and contains an unconditional release of the Indemnified Party and does not include the payment of any sum or the taking of any action by, or the imposition of any burden or restriction on, the Indemnified Party and (B) the Indemnified Party shall refuse to consent to such settlement, then the liability of the Indemnifying Party under this Article IX, upon the ultimate disposition of such Third Party Claim, shall be limited to the amount of the proposed settlement. In the event that the proposed settlement negotiated by the Indemnifying Party requires that the Indemnified Party make an admission of liability or a confession of judgment or contains any other non-financial obligation which, in the reasonable judgment of the Indemnified Party, renders such settlement unacceptable, then the Indemnifying Party shall continue to be liable to the full extent of such Third Party Claim notwithstanding the Indemnified Party's failure to consent. Notwithstanding any provision herein to the contrary, no indemnifiable Third Party Claims with respect to Taxes shall be settled without the prior written consent of the Purchaser.

9.5. Limitations of Indemnity. The Sellers and (if the Closing has not occurred) the Company shall not be liable to the Purchaser Indemnified Parties for indemnifiable Claims or Losses pursuant to Section 9.2(a)(i), and the Purchaser shall not be liable to the Seller Indemnified Parties for indemnifiable Claims or Losses pursuant to Section 9.3(a), in each case unless and until the aggregate amount of such indemnifiable Claims or Losses exceeds \$50,000 (the "Threshold Amount"), at which point such recovery shall include all Claims and Losses from the first dollar. Notwithstanding the foregoing, the Threshold Amount shall not apply to breaches of or inaccuracies in any representations and warranties contained in Sections 3.1 (Organization, Power and Authority), 3.2 (Authorization), 3.3 (Capitalization), 3.4 (Title to Interests), 4.1 (Title to Interests), 4.2 (Authority to Execute and Perform Agreement), 5.1 (Organization) or 5.2 (Authorization). Solely for purposes of calculating the amount of Losses incurred by an Indemnified Party arising out of or resulting from any breach of a representation, covenant or agreement, the references to a "Material Adverse Effect" or materiality (or other correlative terms) shall be disregarded. The maximum aggregate liability of the Sellers and (if the Closing has not occurred) the Company to all Purchaser Indemnified Parties for breaches of representations and warranties pursuant to Section 9.2(a)(i) shall be \$500,000. The maximum aggregate liability of the Purchaser to all Seller Indemnified Parties for breaches of representations and warranties pursuant to Section 9.3(a) shall be \$500,000. The limitations on the assertion of claims for indemnification contained in this Section 9.5 shall not apply to, and shall not in any way limit the right of any party to pursue, any rights, remedies or Claims based on fraud.

9.6. Insurance Recoveries. Following payment by the Indemnifying Party of any Losses, if the Indemnified Party receives any insurance recovery in respect of such Losses, the Indemnified Party shall promptly pay over to the Indemnifying Party the amount of such insurance recovery. The Losses paid by the Indemnifying Party in respect of which there has been an insurance recovery that the Indemnified Party has paid over to the Indemnifying Party in

accordance with the preceding sentence shall not be counted toward the Indemnifying Party's maximum aggregate liability under Section 9.5.

9.7. Mitigation. Any Person seeking indemnification hereunder will use commercially reasonable efforts to mitigate Claims and Losses incurred by such Person after becoming aware of any event that could reasonably be expected to give rise to any such Claims or Losses.

9.8. Role of Seller Representative. For Purposes of this Article IX, if the Sellers are the Indemnifying Party, any references to the Indemnifying Party (except provisions relating to an obligation to make any payments) shall be deemed to refer to the Seller Representative, and (ii) any reference to the Seller Indemnified Parties (except provisions relating to an obligation to make or a right to receive any payments) shall be deemed to refer to the Seller Representative.

9.9. Characterization of Indemnity Payments. Except as otherwise required by applicable Law, any payment made pursuant to this Article IX shall be treated, for Tax purposes, as an adjustment to the Purchase Price.

9.10. Other Limitations on Losses. In no event shall any Indemnifying Party be liable to any Person for indemnification for any punitive damages, loss of future revenue or income, loss of use, loss of reputation, loss of business opportunity, or similar losses (except to the extent such losses were previously paid by an Indemnified Party to a Third Party).

9.11. Set-Off Right. The Purchaser shall have the right, upon notice to the Sellers, to set off any amount due from any Seller to the Purchaser under this Agreement against any amount due from the Purchaser to the Sellers under this Agreement.

ARTICLE X TAX MATTERS

10.1. Tax Indemnity.

(a) Notwithstanding anything to the contrary contained in this Agreement (including Article IX), but without duplication of any amount actually paid, reimbursed or indemnified with respect to the same Claim or Losses under Article IX, the Sellers shall indemnify, defend and hold harmless the Purchaser Indemnified Parties from and against any and all Claims or Losses that may be imposed upon, incurred by or asserted against any of them arising out of, based upon or resulting from or in connection with, whether directly or indirectly, (i) Taxes imposed on the Company (or any Purchaser Indemnified Party as successor or transferee of the Company) or with respect to the assets or business of the Company for any taxable period ending on or prior to the Closing Date and for the portion of any Straddle Period ending on the Closing Date (a "Pre-Closing Tax Period"), (ii) Conveyance Taxes arising out of or in connection with the transactions contemplated by this Agreement, (iii) liability for escheatable, abandoned or unclaimed property, (iv) Taxes of any member of an affiliated, consolidated, combined or unitary group of which the Company is or was a member on or prior to the Closing Date (including, without limitation, pursuant to Treasury Regulation Section 1.1502-6 or any similar provision of state or local law), or (v) Taxes of any Person imposed on any Purchaser Indemnified Party as a transferee or successor, by operation of law or pursuant to any tax sharing, tax indemnity, tax allocation or other similar agreement, which

Taxes relate to either a liability of the Company existing or to an event or transaction of the Company occurring on or before the Closing Date.

(b) In the case of Taxes that are payable with respect to any taxable period that includes but does not end on the Closing Date (a “Straddle Period”), such Taxes shall be apportioned between the period deemed to end on the Closing Date and the period deemed to begin on the day following the Closing Date on the basis of an interim closing of the books, except that Taxes imposed on a periodic basis (such as real or personal property Taxes) shall be allocated on a daily basis.

10.2. Tax Returns for Taxable Periods Ending on or Before the Closing Date and for Straddle Periods. The Purchaser shall be responsible for preparing and timely filing all Tax Returns of the Company for all taxable periods ending on or before the Closing Date but whose due date is on or after the Closing Date and for all Straddle Periods. Purchaser shall permit the Seller Representative to review and comment on such Tax Returns prior to filing and shall consider such comments in good faith. All such Tax Returns shall be prepared and filed in a manner consistent with prior practice, except as required by a change in applicable Law.

10.3. Conveyance Taxes. All sales, use, value added, transfer, stamp, stock transfer, property transfer and similar Taxes, if any, arising out of or in connection with the transactions contemplated by this Agreement (“Conveyance Taxes”) shall be paid by the Sellers when due. The Purchaser shall, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Conveyance Taxes.

10.4. Procedures Relating to Tax Claims.

(a) If the Purchaser receives notice of a pending audit of the Company, or if an assessment or written claim for Taxes shall be made by any Governmental Entity, which audit, assessment or claim, if successful, might result in a payment to any Purchaser Indemnified Party pursuant to Section 9.2(a)(i) or 10.1(a) (a “Tax Claim”), a copy of such Tax Claim shall be forwarded to the Seller Representative.

(b) Except as set forth in Section 10.4(c), the Seller Representative may, in his sole discretion, elect by written notice to the Purchaser to control all proceedings in connection with such Tax Claim (including selection of counsel), and, without limiting the foregoing, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with any Governmental Entity with respect thereto and may either pay the Tax Claim and sue for a refund where applicable Law permits such refund suits or contest such Tax Claim in any permissible manner. The Seller Representative will allow the Purchaser and its counsel to participate at the Purchaser’s own expense in any proceedings in connection with any such Tax Claim. Notwithstanding the foregoing, the Seller Representative shall not settle any such Tax Claim in a manner that would materially adversely affect the Purchaser or the Company after the Closing Date without the prior written consent of the Purchaser (such consent not to be unreasonably withheld, delayed or conditioned). If the Purchaser declines to participate in any such proceedings as provided above, the Seller Representative shall keep the Purchaser and its counsel advised of the progress of such Tax Claim and shall provide the Purchaser and its

counsel with copies of written correspondence received from any Governmental Entity with respect to such Tax Claim.

(c) If a Tax Claim (or the resolution thereof) could have a material effect on the Taxes of the Purchaser or the Company for any periods after the Closing Date, then notwithstanding any election by the Seller Representative to control such proceeding in accordance with Section 10.4(b), the party that would bear the burden of the greater portion of the Tax liability shall have the right to control such Tax Claim; provided, that (i) the controlling party shall keep the non-controlling party fully advised of the progress of such Tax Claim, (ii) the non-controlling party may participate in the proceedings relating to such Tax Claim, and, (iii) the controlling party shall not, without the non-controlling party's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned) (A) pursue or forego any administrative appeals, proceedings, hearings and conferences with any Governmental Entity with respect thereto, (B) pay the Tax Claim and pursue a refund where applicable Law permits such refund suits or contest such Tax Claim, or (C) settle or otherwise compromise such Tax Claim.

10.5. Cooperation, Exchange of Information and Record Retention.

(a) Each party recognizes that the other parties and their Affiliates may need access, from time to time after the Closing Date, to certain accounting and Tax records and information regarding Tax matters of the Company that pertain to events occurring on or prior to the Closing Date; therefore, from and after the Closing Date, the Sellers and the Purchaser shall, and shall cause their Affiliates to, (i) retain and maintain all records, including all Tax Returns, schedules and work papers, books, records and other documents in their possession relating to Tax matters of the Company for each Pre-Closing Tax Period and for any Straddle Period until six months following the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate (giving effect to any valid extensions requested by the other party and made known to the party requesting such documentation), (ii) allow the other parties and their agents and representatives, upon reasonable notice and at mutually convenient times, to inspect, review and make copies of such records (at the expense of the party or parties requesting the records) as such requesting parties may reasonably deem necessary or appropriate from time to time, (iii) execute upon request of any other party any document (including any power of attorney) that may be necessary or reasonably helpful for such other party to pursue any Tax Claim or the filing of a Tax Return or refund with respect to the Company, and (iv) use commercially reasonable efforts to obtain Tax Returns, schedules and work papers, books, records and other documents and provide additional facts, insights or views as reasonably requested by the other parties, in each case, as may be necessary or helpful in connection with any Tax Returns or Tax Claims.

(b) The Purchaser shall provide the Seller Representative with written notice prior to transferring, destroying or discarding the last copy of any records, books, work papers, reports, correspondence and other similar materials, and the Seller Representative shall have the right, at its expense, to copy or take any such materials. Any information obtained by a party under this Section 10.5(b) shall be kept confidential except as may be necessary in connection with the filing of Tax Returns or claims for refund or in conducting an audit or other proceeding.

(c) Each party agrees, upon reasonable request by another party, to use commercially reasonable 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 hereby).

10.6. Tax Refunds. If the Purchaser or the Company receives a refund of Taxes with respect to a Pre-Closing Tax Period, then the Purchaser or the Company, as the case may be, shall pay or cause to be paid the amount of such Tax refund to the Seller Representative (on behalf of the Sellers) within fifteen (15) business days after receipt thereof (net of any applicable withholding Taxes and without interest, and net of any cost to the Purchaser or the Company attributable to the obtaining and receipt of such Tax refund), provided that (a) such Taxes were paid by the Company prior to the Closing or by the Sellers after the Closing, (b) such Tax refund is actually recognized by the Purchaser or the Company after the Closing, and (c) such Tax refund does not arise as the result of a carryback of a loss or other Tax benefit from a Post-Closing Tax Period.

ARTICLE XI TERMINATION

11.1. Termination. This Agreement may be terminated prior to the Closing, as follows:

(a) at the election of the Seller Representative, on one hand, or the Purchaser, on the other hand, (unless such party has failed to use commercially reasonable efforts to satisfy the conditions precedent set forth in Article VI to such party's obligation to close), if the Closing shall not have occurred within 60 calendar days after the date hereof;

(b) at the election of the Purchaser, if any one or more of the conditions set forth in Section 6.1 to its obligation to proceed with the Closing has not been fulfilled on the Closing Date, unless the failure to fulfill any such conditions to the Closing results from the material breach by the Purchaser of any of its representatives, warranties, covenants or agreements contained in this Agreement;

(c) at the election of the Seller Representative, if any one or more of the conditions set forth in Section 6.2 to the Sellers' obligation to proceed with the Closing has not been fulfilled on the Closing Date, unless the failure to fulfill any such conditions to the Closing results from the material breach by any Seller of the representations, warranties, covenants or agreements of the Sellers contained in this Agreement;

(d) at the election of the Seller Representative, if the Purchaser notifies the Seller Representative (as required by Section 5.6) of any Claim that Purchaser may bring for breach of any of the representations and warranties of the Company or any Seller under Article III or Article IV of this Agreement; *provided*, that upon such termination the Company and the Sellers, jointly and severally (but without duplication), shall be required to reimburse the Purchaser for all out-of-pocket costs reasonably incurred by the Purchaser with respect to this Agreement and the transactions contemplated hereby;

(e) at the election of the Purchaser, on the one hand, or the Seller Representative, on the other hand, if a legal proceeding is commenced or threatened by any

Governmental Entity or Third Party directed against the consummation of the Closing if the terminating party reasonably and in good faith deems it impractical or inadvisable to proceed in view of such legal proceeding or threat thereof, taking into account the potential expense and delay likely to be involved;

(f) at the election of any party hereto, if any Order permanently enjoining, restraining or otherwise prohibiting the Closing is issued and shall have become final and non-appealable; or

(g) at any time on or prior to the Closing Date, by mutual written consent of the Purchaser and the Seller Representative.

11.2. Effect of Termination. If this Agreement is validly terminated pursuant to Section 11.1 prior to consummation of the transactions contemplated hereby, this Agreement shall become void and of no further force and effect; provided, that if a party terminates this Agreement as a result of any breach by another party then the terminating party shall have the right to pursue all of its legal remedies, whether at law or at equity, for breach of contract and damages, subject to the limitations set forth herein. The provisions of Article VIII (Restrictive Covenants) shall survive the termination of this Agreement for any reason. No party hereto shall have any liability to any other party in respect of a valid termination of this Agreement pursuant to Section 11.1, except to the extent set forth in this Section 11.2.

11.3. Reimbursement of Expenses Upon Termination. Subject to Section 11.2, if this Agreement is terminated pursuant to Section 11.1, then each party shall be solely responsible for all costs and expenses it incurred in connection with this Agreement.

ARTICLE XII SELLER REPRESENTATIVE

12.1. Appointment of Seller Representative. By executing and delivering this Agreement and accepting any portion of the Purchase Price, the Sellers irrevocably approve the constitution and appointment of, and hereby irrevocably constitute and appoint, Kenneth France as the “Seller Representative” hereunder, with all the rights, powers and obligations contemplated by this Article XII as the sole, exclusive, true and lawful agent, representative and attorney-in-fact for and on behalf of the Sellers, and each of them, with respect to any and all matters relating to, arising out of, or in connection with the sale of the Interests, this Agreement, the Related Agreements or any of the transactions contemplated hereby or thereby, including for purposes of taking any action or omitting to take action on behalf of the Sellers or each of them hereunder (including as Indemnifying Parties under Article IX and for all other purposes of Article IX). All actions, notices, communications and determinations by or on behalf of the Sellers in accordance herewith shall be given or made by the Seller Representative, and all such actions, notices and determinations by the Seller Representative shall conclusively be deemed to have been authorized by, and shall be binding upon, all of the Sellers.

12.2. Duties of Seller Representative. Without limiting the generality of the foregoing, the Seller Representative is designated as the sole and exclusive agent, representative and attorney-in-fact for the Sellers for all purposes under this Agreement, including (i) service of

process upon the Sellers, (ii) executing and delivering to the Purchaser or any other Person on behalf of any Seller any and all instruments, certificates, documents and agreements called for by this Agreement or the transactions contemplated hereby, (iii) designating the bank account for purposes of receiving payment of the Purchase Price and other amounts due to the Sellers hereunder, including the Designated Accounts; (iv) receiving notices on behalf of the Sellers with respect to any matter, suit, claim, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or thereby, and (v) in connection with any of the foregoing actions, engaging and hiring legal and financial experts as may be necessary and appropriate to properly discharge the Seller Representative's duties and obligations hereunder. In connection with this Agreement, the Sellers may act only through the Seller Representative. The Purchaser shall be entitled to rely on the Seller Representative's authority as the agent, representative and attorney-in-fact of the Sellers for all purposes under this Agreement and shall have no liability for any such reliance. No Seller may revoke any authority granted to the Seller Representative. Each Seller, by executing and delivering a signature page hereto, agrees to ratify and confirm, and hereby ratifies and confirms, any action taken by the Seller Representative in the exercise of the power-of-attorney granted to the Seller Representative pursuant to this Article XII, which power-of-attorney, being coupled with an interest, is irrevocable and shall survive the death, incapacity or incompetence of each such Seller.

12.3. Other Seller Representative Matters. The Seller Representative shall not be liable to the Sellers for actions taken pursuant to this Agreement or the Related Agreements, except to the extent such actions shall have been determined by a court of competent jurisdiction to have constituted gross negligence or involved fraud, intentional misconduct or bad faith (it being understood that any act done or omitted pursuant to the advice of counsel, accountants and other professionals and experts retained by Seller Representative shall be conclusive evidence of good faith).

ARTICLE XIII MISCELLANEOUS

13.1. Notices. All notices, documents or other deliverables required to be given, sent or delivered to any of the parties to this Agreement shall be in writing and shall be presented personally to such party or sent by certified or registered mail, return receipt requested, with proper postage prepaid, or by any internationally-recognized delivery service, with proper charges prepaid, or by facsimile or other electronic transmission with receipt confirmed by such party, to such party at its address set forth below:

(a) If to the Purchaser or, after the Closing, the Company:

cPrime, Inc.
c/o Alten Europe, SARL
40 avenue André Morizet
92513 Boulogne-Billancourt Cedex
France
Attention: General Counsel

with a copy to:

Stradley Ronon Stevens & Young, LLP
1250 Connecticut Avenue, NW, Suite 500
Washington, DC 20036
Attention: Alycia M. Vivona, Esq.

(b) If to any Sellers, the Seller Representative or, before the Closing, the Company:

Kenneth France, as Seller Representative
One North Wilson Avenue
Suite 2
Bristol, Pennsylvania 19007

with a copy to:

Mitchell T. Grayson, Esquire
Gerstein Grayson Cohen & Melletz, LLP
1288 Route 73 South, Suite 301
Mount Laurel, New Jersey 08054

Each such notice shall be deemed effective upon receipt. Any notice of any change in such address shall also be given in the manner set forth above.

13.2. Expenses. Each party to this Agreement shall pay its own expenses incident to the preparation, negotiation and execution of this Agreement, including all fees, costs and expenses of its accountants and legal counsel.

13.3. Entire Agreement. This Agreement and the Related Agreements constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, whether written or oral, with respect to such subject matter, including the Letter of Intent, dated March 24, 2017, among the Sellers and the Purchaser's corporate parent, Alten Europe SARL.

13.4. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of each of the parties to this Agreement and their respective heirs, personal representatives, successors and permitted assigns. The rights and obligations of this Agreement may not be assigned by any party, by operation of Law or otherwise, without the prior written consent of the other parties to this Agreement; provided, that the Purchaser may assign all or any of its rights and obligations hereunder to any of its Affiliates.

13.5. No Third Party Beneficiaries. Except as expressly provided in Article IX (Indemnification), this Agreement is not intended to, and does not, create any rights in or confer any benefits upon any Person other than the parties hereto.

13.6. Amendments. No modification, variation, supplementation or amendment of this Agreement, no determination, evaluation, approval, waiver or other action permitted or taken hereunder, and no further agreement contemplated hereby shall be of any force unless the same

is in writing and has been signed by (i) the Purchaser and the Seller Representative in the case of such a modification, variation or amendment or (ii) the applicable party in such other cases.

13.7. Waivers. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof. No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.8. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or such provision, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13.9. Governing Law; Jurisdiction. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflicts of law that would require the application of the law of any other jurisdiction. All actions and proceedings relating to this Agreement or the transactions contemplated hereby shall be brought in the state courts of Delaware or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties to this Agreement hereby consents to the jurisdiction of such courts (and of the State and U.S. federal appellate courts having jurisdiction for any appeals therefrom) in any such action or proceeding and waives any objection to venue therein. Process in any such action or proceeding may be served on any party anywhere in the world, whether within or without the State of Delaware, by notice in accordance with Section 13.1 or in any other manner permitted by such court.

13.10. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

13.11. Counterparts. This Agreement may be executed in any number of counterparts, including by means of facsimile or other electronic transmission, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

[Remainder of Page Intentionally Blank]

Execution

IN WITNESS WHEREOF, the parties have caused this Interest Purchase Agreement to be duly executed and delivered as of the date first written above.

CPRIME, INC.

By: 
Name: Gerald Attia
Title: CEO

BLUE AGILITY, LLC

By: _____
Name:
Title:

Kenneth France

Eyal Abukasis

Pratik Bengali

Execution

IN WITNESS WHEREOF, the parties have caused this Interest Purchase Agreement to be duly executed and delivered as of the date first written above.

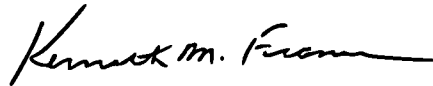
CPRIME, INC.

By: _____

Name:

Title:

BLUE AGILITY, LLC

By: 

Name: Kenneth M. France

Title: CEO



Kenneth France



Eyal Abukasis



Pratik Bengali

Schedule 3.21(a)

Owned Intellectual Property

The Company has the following intellectual property trademarked by the US Patent and Trademark office:

Blue Agility Serial No. 86095763

bluejazz Serial No. 85917383

Blue Agility, LLC owns the following website domains:

www.blue-agility.com

www.slickturtle.com

www.Refoca.com

Schedule 3.21(b)

Licensed Intellectual Property (Inbound)

The Company has partnership agreements with CA, Scaled Agile, Version One, Pedco, Development Technolodge & LeanKit

Schedule 3.21(c)

Licensed Intellectual Property (Outbound)

The Company has licensed bluejazz™ to Florida Power and Light Company for its use via the Amended and Restated Negotiated Blue Agility Software Terms and Conditions Agreement dated December 12, 2016