

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tyrata, Inc.		10/31/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bridgestone Americas, Inc.		
Street Address:	200 4th Avenue South		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6301780	INTELLITREAD	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	frenkeldayna@bfusa.com		
Correspondent Name:	Dayna M. Frenkel		
Address Line 1:	200 4th Avenue South		
Address Line 4:	Nashville, TENNESSEE 37201		
NAME OF SUBMITTER:	Dayna M Frenkel		
SIGNATURE:	/Dayna M Frenkel/		
DATE SIGNED:	12/18/2023		
Total Attachments: 67			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of October 31, 2023, by and among Bridgestone Americas, Inc., a Nevada corporation (“Buyer”), and Tyrata, Inc., a Delaware corporation (the “Seller”). The Seller and Buyer are collectively referred to herein as the “Parties” and each individually is referred to as a “Party.”

RECITALS

WHEREAS, Seller is engaged in the design, development, production, manufacture, sale, resale, and lease of tire tread wear sensor technology and related data management services (such business as conducted by Seller immediately prior to the Closing, the “Business”);

WHEREAS, at the Closing, Seller desires to sell and transfer to Buyer, and Buyer desires to purchase from Seller, substantially all of the assets of Seller used in the Business, and Seller desires to assign and transfer, and Buyer desires to assume, certain liabilities of Seller in connection with the Business, upon and subject to the terms and conditions contained in this Agreement (the “Acquisition”).

NOW, THEREFORE, in consideration of the foregoing, and of the representations, warranties, covenants, and agreements contained herein, the Parties hereto hereby agree as follows:

ARTICLE I. SALE AND TRANSFER OF THE ASSETS

1.1 Purchase and Sale of the Acquired Assets. On the terms and subject to the conditions as set forth in this Agreement, effective as of the Closing, Seller hereby grants, sells, transfers, conveys, assigns and delivers to Buyer, and Buyer agrees to purchase, acquire and accept from Seller, free and clear of all liabilities and Liens (other than Assumed Liabilities), all of Seller’s rights (tangible or intangible), title and interest in and to all of the assets and properties used in connection with the Business, wherever located, and whether or not carried or reflected on the books and records of Seller, other than the Excluded Assets (collectively, the “Acquired Assets”). Without limiting the generality of the foregoing, the Acquired Assets shall include, but not be limited to, the following assets, properties and rights of Seller to the extent used or otherwise useful in the Business:

(a) all of Seller’s leasehold and other interests in the real properties, set forth on Schedule 1.1(a) of the Disclosure Schedule, on which the Business is conducted (the “Leased Real Property”), and all improvements, buildings, fixtures, exterior signage and structures situated thereon, and all appurtenances and easements thereto;

(b) all tangible personal property owned or leased by Seller (collectively, the “Tangible Personal Property”), including, without limitation, all equipment, furniture, fixtures, machinery, vehicles, office furnishings, computer hardware, instruments, leasehold improvements and spare parts, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents related thereto;

(c) all inventories of Seller, wherever located, used or usable in connection with the conduct of the Business, including all finished goods, work in process, raw materials, spare parts, components and all other materials and supplies to be used or consumed by Seller in the production of finished goods (“Inventory”);

(d) all accounts or notes receivable of Seller, billed and unbilled, recorded or unrecorded, accrued and existing, whether or not written off, as of the Closing Date (the “Accounts Receivable”);

(e) all rights to contingency income payments payable after the Closing from insurance carriers and markets, including but not limited to payments resulting from insurance policies issued and in force prior to the Closing;

(f) all right, title and interest to and under all equipment leases, contracts and contract rights to which Seller is a party, whether written or oral, and related to the Business that are set forth on Schedule 1.1(f) of the Disclosure Schedule (the “Assigned Contracts”);

(g) subject to Section 1.2(v), all files, books, documents, data and records of Seller however maintained related to the operation of the Business, the Acquired Assets and the Assumed Liabilities, including all customer files of Seller, all files maintained with respect to insurance companies, and to the extent permitted by applicable Law, all employee and personnel records of Seller’s employees;

(h) all of the intangible rights and property of Seller, including the Intellectual Property Assets (as defined in Section 4.11(a)), going concern value, goodwill, supplier lists, product materials, customer lists, mailing lists, agent lists, including all telephone, telecopy and e-mail addresses, websites and Domain Names associated with such assets;

(i) all insurance, warrant and guarantee proceeds arising from or relating to the Acquired Assets prior to the Closing Date with respect to damage, non-conformance of, or loss to the Acquired Assets;

(j) any customer deposits;

(k) all claims of Seller against third parties relating to the Acquired Assets;

(l) all rights of Seller relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof;

(m) all permits, authorizations and licenses, if any, applicable to the Business and assignable by Seller; and

(n) the goodwill of the Business as a going concern.

The transfer of the Acquired Assets pursuant to this Agreement shall not include the assumption of any liability related to the Acquired Assets or otherwise unless Buyer expressly assumes that liability pursuant to Section 1.3.

1.2 Excluded Assets. Notwithstanding the provisions of Section 1.1 or elsewhere in this Agreement, the following items (collectively, the “Excluded Assets”) are not part of the sale and purchase contemplated hereunder, are excluded from the Acquired Assets, and will remain the property of Seller after the Closing: (i) all cash and cash equivalents of Seller as of the Closing, other than any customer deposits, (ii) any assets of a personal nature and not used in the operation of the Business, (iii) any contracts other than the Assigned Contracts, (iv) any assets set forth on Schedule 1.2 of the Disclosure Schedule, and (v) Seller’s and its Affiliates’ (A) minute books, Governing Documents, share records and Tax Returns, provided, however, that true and complete copies of such minute books, Governing Documents, share records and Tax Returns are made available to Buyer, (B) books and records that Seller or any of its

Affiliates is required by Law to retain; provided, however, that true and complete copies of such books and records are, to the extent permitted by Law, made available to Buyer and, to the extent related to the Business, included in the Acquired Assets; and (C) all records, reports, correspondence and memoranda prepared or received by Seller or any of its Affiliates (including all analyses relating to the Business or Buyer so prepared or received), all valuations, expressions of interest and bids received from all Persons, and any document or other item subject to attorney-client privilege in each case, to the extent such materials were created or provided solely in connection with the sale of the Business or the transactions contemplated hereby.

1.3 Assumption of Liabilities. At the Closing, Buyer shall assume and agree to pay, discharge and perform only the following liabilities and obligations of Seller (collectively, the "Assumed Liabilities"):

- (a) the account payables set forth on Schedule 1.3(a) of the Disclosure Schedule;
- (b) the liabilities and obligations of Seller set forth on Schedule 1.3(b) of the Disclosure Schedule; and
- (c) all liabilities and obligations of Seller which accrue on or after the Closing which arise out of the Assigned Contracts (excluding any liability or obligation with respect to any Assigned Contracts arising as a result of any act or omission which occurred on or prior to the Closing or the breach of any representation or warranty hereunder by Seller).

In each case, the Assumed Liabilities will be assumed only to the extent that the existence of such obligation is not contrary to any covenant, representation or warranty of Seller. Except as expressly set forth in this Section 1.3, Buyer will not assume any debts, liabilities, obligations, expenses, taxes, contracts, or commitments of Seller of any kind, character or description, whether accrued, absolute, contingent, known or unknown, or otherwise, no matter whether arising before or after the Closing Date, and whether or not disclosed by Seller or otherwise reflected or reserved against in Seller's Financial Statements, books of account or records (each a "Retained Liability, and collectively, the "Retained Liabilities"). Retained Liabilities will expressly include any obligation for or in respect of any accrued but unpaid bonuses for any period prior to the Closing. All of the Retained Liabilities will remain the sole responsibility, and will be retained, paid, performed and discharged solely by, Seller. Seller agrees to promptly pay any Retained Liabilities as the same become due or payable.

1.4 Non-Assignable Contracts and Assets and Governmental Authorizations.

(a) Except as otherwise requested by Buyer in writing, Seller shall use reasonable efforts to obtain all consents, estoppels and approvals necessary to assign to Buyer each of the Assigned Contracts on or prior to the Closing. To the extent that the assignment by Seller to Buyer of any Assigned Contract is not permitted, or is not permitted without the consent of any other party to the Assigned Contract, this Agreement shall not be deemed to constitute an assignment of any such Assigned Contract if such consent is not given and such assignment otherwise (i) is prohibited under applicable Law, or (ii) would constitute a breach of, or cause a loss of contractual benefits under, any such Assigned Contract (any such Assigned Contract being a "Non-Transferable Asset"). If any such consent to assign is not obtained as of Closing, the assignment of the applicable Non-Transferable Asset shall automatically be deferred until all legal impediments preventing such transfer are removed or such consents are obtained. Notwithstanding the foregoing, any such Non-Transferable Asset shall be considered an Acquired Asset, and Seller shall for a period not to exceed three (3) months after the Closing Date hold such Non-Transferable Asset in trust for the benefit, insofar as reasonably possible, of Buyer until the consummation of the transfer. In such a case, the Closing shall nonetheless take place on the terms set forth herein and, with respect to each such

Non-Transferable Asset, the title to such Non-Transferable Asset will transfer to the Buyer upon obtaining the required consent or clearance under applicable Law (the “Transference Date”).

(b) Solely to the extent permitted by the terms of the applicable Non-Transferable Asset and applicable Law, at the Closing, Seller shall enter into an interim agreement (“Interim Agreement”) under which (without infringing upon the legal rights of any third party or violating any Law) and for no additional consideration (1) Buyer would obtain the same economic rights and benefits, and assume the same economic benefits, duties and obligations of Seller under the Non-Transferable Asset as of the Closing as if such Non-Transferable Asset had been assigned to Buyer as of the Closing, and (2) Seller would provide, using at least the same standard of care used when the Seller operated the Business, to Buyer the claims, rights, benefits, burdens and costs of such Non-Transferable Asset as of the Closing as if such Non-Transferable Asset had been assigned to Buyer as of the Closing. For the avoidance of doubt, the Interim Agreement (i) will expire as to any Non-Transferable Asset on the Transference Date of such Non-Transferable Asset, but in no event later than three (3) months after the Closing Date; and (ii) may be a pass-through subcontracting, sublicensing, subleasing or other arrangement proposed in writing by Buyer.

(c) Each of Seller and Buyer shall use reasonable efforts to (i) provide to Buyer, at the request of Buyer, the benefits of any such Non-Transferable Asset (provided, that Buyer shall pay the expenses required of Seller under such Non-Transferable Asset with respect to such benefits), (ii) cooperate in any lawful arrangement prescribed by Buyer to provide such benefits to Buyer, including an Interim Agreement, and (iii) enforce, to the extent enforceable by Seller, at the request of and for the account of Buyer, any rights of Seller arising from any Acquired Asset referred to herein against any third Person (including a Governmental Authority) including the right to elect to terminate a Non-Transferable Asset in accordance with the terms thereof upon the advice of Buyer.

(d) If a consent for the sale, assignment, assumption, transfer, conveyance and delivery of a Non-Transferable Asset is obtained after Closing, the Seller shall promptly assign, transfer, convey and deliver such Non-Transferable Asset to Buyer, and Buyer shall assume the obligations under such Non-Transferable Asset assigned to Buyer from and after the date of assignment to Buyer pursuant to a special-purpose assignment and assumption agreement (which special-purpose agreement the Parties shall prepare, execute and deliver in good faith at the time of such transfer, all at no additional cost to Buyer).

(e) With respect to any contract that was not assigned by Seller at Closing as the result of not being included on Schedule 1.1(f) of the Disclosure Schedule (i) Seller shall give notice to Buyer promptly following Seller’s discovery of the omission of such from Schedule 1.1(f) of the Disclosure Schedule; and (ii) Buyer may, in its sole discretion, demand assignment of such contract by Seller to Buyer (to the extent that such contract is assignable), and Seller agrees to cause such assignment promptly upon demand by Buyer. To the extent that any approval or consent of a third party with respect to any such contract is required in connection with assignment of such contract to Buyer, Seller will use reasonable best efforts to obtain such approval or consent promptly. If such approval or consent is not obtained, or if an attempted assignment would be ineffective or would materially affect Seller’s rights thereunder so that Buyer would not in fact receive all such rights, the applicable contract will be governed by the provisions of Section 1.4(a) above.

ARTICLE II. CONSIDERATION

2.1 **Consideration.** The aggregate consideration for the Acquired Assets (the “Purchase Price”) will be: (1) (A) [REDACTED], minus (B) the amount of any outstanding and unpaid Indebtedness, including principal and accrued interest, under the Bridgestone Loan Agreements, minus (C) any unpaid

Transaction Expenses (the net amount thereof, the “Cash Purchase Price”), and (2) the assumption of the Assumed Liabilities by Buyer. At Closing, the Purchase Price shall be payable as follows:

(a) the amounts of Indebtedness and Transaction Expenses set forth in the payoff letters and/or invoices delivered by the Seller and set forth on Schedule 2.1(a) of the Disclosure Schedule by check or wire transfer of immediately available funds to such account or accounts as specified to Buyer prior to the Closing; and

(b) an amount payable by wire transfer of immediately available funds to Seller equal to the Cash Purchase Price.

2.2 Wrong Pockets. From and after the Closing Date, Seller shall, and shall cause its Affiliates to, promptly pay or deliver to Buyer any monies or checks that have been received or retained by Seller or any of its Affiliates on or after the Closing Date from customers, vendors or other contracting parties of the Business to the extent that they constitute, relate to, or are in respect of, an Acquired Asset or the operation of the Business following the Closing. Buyer shall promptly pay or deliver to Seller any monies or checks that have been received by Buyer on or after the Closing Date to the extent that they constitute an Excluded Asset. Subject to Section 7.4, if, following the Closing, (a) any right, property or asset forming part of the Acquired Assets is found to have been retained by Seller or any of its Affiliates in error, either directly or indirectly, Seller shall transfer, or shall cause the applicable Affiliate to transfer, at no cost, such right, property or asset as soon as practicable to Buyer or (b) any right, property or asset forming part of the Excluded Assets is found to have been transferred to Buyer in error, either directly or indirectly, Buyer shall transfer, at no cost, such right, property or asset to Seller as soon as practicable.

ARTICLE III. CLOSING; OBLIGATIONS OF THE PARTIES

3.1 Closing Date. The closing of the Acquisition contemplated herein (the “Closing”) shall be conducted by electronic transmission of documents on the date hereof simultaneous with the execution of this Agreement, or at such other time and place as the Parties hereto mutually agree (the “Closing Date”), effective as of 11:59 p.m. (Central Time) on the Closing Date.

3.2 Obligations of the Parties at the Closing.

(a) At the Closing, Buyer shall deliver to Seller:

(i) payment of the Cash Purchase Price pursuant to Section 2.1;

(ii) a bill of sale, assignment and assumption agreement with respect to the Acquired Assets and the Assumed Liabilities in the form of Exhibit A (the “Bill of Sale, Assignment and Assumption Agreement”), duly executed by Buyer;

(iii) offer letters in form and substance reasonably satisfactory to Buyer, duly executed by Buyer (the “Offer Letters”);

(iv) the Lease Assignment, duly executed by Buyer; and

(v) such other certificates and documents as Seller or its counsel may reasonably request.

(b) At the Closing, Seller shall deliver to Buyer:

- by Seller:
- (i) the Bill of Sale, Assignment and Assumption Agreement, duly executed
 - (ii) a certificate of good standing of Seller issued as of a recent date by the Secretary of State of Delaware;
 - (iii) confirmation of receipt of the third-party and government consents and approvals set forth on Schedule 3.2(b)(iii) of the Disclosure Schedule;
 - (iv) a copy of the resolutions of the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the Ancillary Agreements to be executed by Seller, and the consummation of the transactions contemplated hereby and thereby;
 - (v) (A) originals or true and complete copies of all Assigned Contracts, (B) originals or true and complete copies of all permits, licenses, authorizations and certificates relating to the Business, and (C) such written notices as Buyer may reasonably request, executed by Seller and addressed to all parties to Assigned Contracts (other than Seller) and to taxing authorities having jurisdiction over any or all of the Acquired Assets, notifying such parties and authorities of the sale of the Acquired Assets and changing the address of service of notice and delivery of statements and bills;
 - (vi) the Offer Letters, duly executed by each of the individuals identified on Schedule 3.2(b)(vi) of the Disclosure Schedule;
 - (vii) a properly completed and duly executed IRS Form W-9 for the Seller;
 - (viii) a valid assignment of the lease agreement for the Leased Real Property, in each case along with a customary landlord waiver and consent, both in a form acceptable to Buyer, (together, the "Lease Assignment"), duly executed by Seller and the applicable landlord; and
 - (ix) such other certificates and documents as Buyer or its counsel may reasonably request, including, without limitation, as specified in Article 6 below.

3.3 Third Party Consents. To the extent that Seller's rights under any agreement, contract, commitment, lease, license, permit or other authorization relating to the Acquired Assets to be assigned to Buyer hereunder may not be assigned without the consent of another Person, which consent has not been obtained as of the Closing, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller, at its own expense, shall use its reasonable best efforts to obtain any such required consent(s) as promptly as possible. In the event any such consent is not received, Seller shall, at Seller's cost, procure and provide the benefits of such contract(s) to Buyer by alternate arrangements reasonably satisfactory to Buyer.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

4.1 Formation; Authority; Qualification. Seller is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Delaware and has all requisite power and authority to own or lease and operate its properties and to carry on its business (including the Business) as

now conducted. Seller has delivered to Buyer or its counsel complete and correct copies of its Certificate of Incorporation and its Bylaws, in each case with all amendments thereto (the “Governing Documents”). Seller is not in default under or in violation of any provision of its Governing Documents, in each case as amended to date.

4.2 Authorization and Enforceability. Seller has all requisite corporate power and full legal right and authority to enter into this Agreement and all of the Ancillary Agreements to which it is a party as contemplated hereby, to perform all of its agreements and obligations hereunder and thereunder, each in accordance with its respective terms, and to consummate the transactions contemplated hereby and thereby. Each of this Agreement and such Ancillary Agreements to which Seller is a party has been, or upon execution and delivery as contemplated hereby, will be, duly executed and delivered by Seller and constitutes or will constitute the legal, valid, and binding obligation of it, enforceable against it, in accordance with its respective terms.

4.3 No Violation. Neither the execution and delivery of this Agreement or the Ancillary Agreements nor the consummation or performance of this Agreement or any of the Ancillary Agreements will, directly or indirectly (with or without notice or lapse of time or both): (i) breach (A) any provision of any of the Governing Documents of Seller or (B) any resolution adopted by the board of directors of Seller; (ii) give any Governmental Authority or other Person the right to challenge any of the transactions contemplated by this Agreement or to exercise any remedy or obtain any relief under any applicable Law or any court or similar order to which Seller or the Acquired Assets may be subject; (iii) materially contravene, conflict with or result in a material violation or material breach of any of the terms or requirements of, or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate or materially modify, any governmental authorization that is held by Seller; (iv) materially breach any provision of, or give any Person or entity the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate or materially modify, any contract to which Seller is a party; or (v) result in the imposition or creation of any Lien upon or with respect to the Acquired Assets.

4.4 Capitalization. Schedule 4.4 of the Disclosure Schedule sets forth a true and correct capitalization table of Seller, setting forth all outstanding equity interests of Seller (including financial and governance rights). Such equity interests are free and clear of all Liens and constitute all of the issued and outstanding equity interests of Seller. There are no other equity or other ownership interests of any type, direct, indirect, derivative or otherwise of Seller granted, reserved for issuance or outstanding. There are no agreements relating to the issuance, sale or transfer of any equity interests of Seller convertible into, or exchangeable for, the equity interests of Seller.

4.5 Subsidiaries. Seller does not own any equity securities or other legal and/or beneficial interests in any corporations, partnerships, limited liability companies, business trusts, or joint ventures, or in any other unincorporated trade or business enterprises.

4.6 Litigation. No litigation, arbitration, action, suit, proceeding, or formal investigation (whether conducted by any judicial or regulatory body, arbitrator, or other Person) is pending or, to the Knowledge of Seller, threatened against Seller (nor is there any basis therefor known to Seller), or related to the Business or Acquired Assets, the Assumed Liabilities or the transactions contemplated by this Agreement, or which seeks any form of equitable or injunctive relief, including without limitation, seeking to prohibit, restrict or delay the consummation of the transactions contemplated hereby. Neither Seller nor the Acquired Assets are subject to any judicial or administrative order, judgment or decree. There is no action or suit by Seller pending or threatened in writing against others and, to Seller’s Knowledge, there is no basis for any such action or suit by Seller. There are no claims outstanding on or under any insurance

policy, including any errors and omissions (E&O) insurance policy maintained by Seller or its Affiliates related to the Business, and to Seller's Knowledge, there is no basis for any such claim.

4.7 Contracts. All of the Assigned Contracts are in full force and effect, and Seller is not in default under, or in breach of, any of them, nor, to Seller's Knowledge, is any other party to any such contract in default thereunder or in breach thereof; nor does any event or condition exist that after notice or lapse of time or both could constitute a default thereunder or a breach thereof on the part of Seller or, to Seller's Knowledge, any other party thereto. Except as set forth on Schedule 4.7 of the Disclosure Schedule, no approval or consent of any Person that has not already been obtained is needed in order that the Assigned Contracts continue in full force and effect following the consummation of the transactions contemplated by this Agreement, and no such contract includes any provision, the effect of which may be to terminate such contract or enlarge or accelerate any obligations of Seller thereunder or to give additional rights to any other party thereunder upon consummation of the transactions contemplated by this Agreement. No Assigned Contract (i) purports to bind or otherwise apply to any Affiliate of Seller that is not a party to the Assigned Contract, (ii) contains covenants that limit the freedom of Seller or its Affiliates to engage in any line of business, in any specified geographic territory, or otherwise in competition with any Person, or (iii) grants or conveys any rights of first refusal, any "most favored nation" or similar pricing provision, or any exclusive or preferred rights of any kind. Seller has delivered to Buyer or its counsel true, correct, and complete copies of all Assigned Contracts, together with copies of all amendments, modifications and supplements thereto.

4.8 Potential Conflicts of Interest.

(a) No current shareholder, manager, director or officer of Seller (any such individual, a "Seller Related Person") (i) owns, directly or indirectly, any interest in, or is an officer, director, employee, or consultant of, any Person that is a competitor, customer, or supplier of Seller, (ii) owns directly, in whole or in part, the Acquired Assets; (iii) to Seller's Knowledge has any cause of action or other claim whatsoever against Seller; or (iv) owes any amount to Seller.

(b) No Seller Related Person is presently obligated under or bound by any agreement or instrument, or any judgment, decree, or order of any court of administrative agency, that (i) conflicts or may conflict with Seller's use of the Acquired Assets; (ii) restricts or may restrict the use or disclosure of any information that may be related to the Business or Acquired Assets or (iii) would violate the Seller's agreements under Sections 9.1 or 9.2 hereof.

4.9 Real Property.

(a) Seller does not own any real property related to the Business.

(b) The Leased Real Property are the only real properties that have been leased or subleased to Seller or any of its Affiliates that relate to the Business. Seller owns a valid leasehold interest in all of the Leased Real Property, respectively, free and clear of all Liens (other than Permitted Liens), and Seller has the right to quiet enjoyment of all Leased Real Property it occupies subject to leaseholds, for the full term of each the lease and any renewal option related thereto. All buildings, structures, fixtures and appurtenances comprising part of the Leased Real Property are in good condition, except for normal wear and tear. Except as set forth on Schedule 1.1(a) of the Disclosure Schedule, Seller does not lease or occupy any other real property that is used in connection with the Business. Seller has delivered to Buyer correct and complete copies of the leases related to the Leased Real Property, together with any material documents in connection therewith.

(c) To Seller's Knowledge, there are no covenants, rights-of-way, easements or similar restrictions affecting all or any portion of the Leased Real Property that materially impair the ability to use any such Leased Real Property in the operation of the Business of Seller or adversely affect or detract from the value of any of such Leased Real Property or the ability to finance or lease any of such Leased Real Property.

(d) The Leased Real Property and all improvements located on the Leased Real Property (i) are in compliance in all material respects with all applicable Laws (including those pertaining to public and private restrictions, fire, safety, zoning and building Laws and ordinances, and Laws relating to the disabled) and (ii) are adequately maintained and in good operating condition and repair in all material respects.

4.10 Title, Sufficiency and Condition of Assets.

(a) Title. Seller has good, valid and marketable title to, or a valid and enforceable right to use, all of the Acquired Assets, free and clear of all Liens, except for Permitted Liens. At Closing, Seller will convey good, valid and marketable title to, or a valid leasehold interest in, each of the Acquired Assets to Buyer, free and clear of all Liens, except for Permitted Liens.

(b) Sufficiency. Except for the Excluded Assets, the Acquired Assets (i) constitute all of the assets and rights used in or, to the Seller's Knowledge, necessary for the conduct of the Business of Seller as presently conducted by Seller and (ii) constitute all of the operating assets of Seller.

(c) Condition of Assets. Each item of Tangible Personal Property is in good repair and good operating condition, ordinary wear and tear excepted, is suitable for immediate use in the ordinary course of business, and is free from latent and patent defects. No item of Tangible Personal Property is in need of repair or replacement other than as part of routine maintenance in the ordinary course of business. All items included in the Inventory consist of a quality and quantity usable, and with respect to finished goods, saleable, in the ordinary course of business of Seller except for obsolete items and items of below-standard quality, all of which have been or will be written off or written down to net realizable value in the accounting records of Seller as of the Closing. All items of Inventory have been valued at the lower of cost or market value and are otherwise properly reflected in the Financial Statements. The quantities of all items of Inventory are not excessive but reasonable in the present circumstances of Seller. All Tangible Personal Property and Inventory is in the possession of Seller. Seller is not in possession of any Inventory not owned by Seller, including goods already sold.

4.11 Intellectual Property.

(a) Seller has disclosed to Buyer (i) any names, assumed names, registered or unregistered trade names, registered or unregistered trademarks, registered or unregistered service marks (collectively, the "Marks"); (ii) registered or unregistered copyrights and works of authorship ("Copyrights"); (iii) patents, inventions or discoveries that may be patentable ("Patents"); (iv) Seller Software and technology ("Technology"); (v) rights in internet web sites and internet domain names, social media accounts or user names, all associated web addresses, URLs, and web pages, and all content and data thereon or relating thereto (collectively, the "Domain Names"); (vi) trade secrets, know-how, confidential discoveries, research and development, formulae, inventions, compositions, manufacturing and production processes and techniques, technical data, procedures, designs, drawings, specifications, databases, or other confidential or proprietary information, including client lists, supplier lists, pricing and cost information and business and marketing plans and proposals, as well as information that constitutes a trade secret under applicable Law ("Trade Secrets") and (vii) any and all other intellectual property and proprietary rights, each owned, used or licensed by Seller in connection with the Business including rights in applications and

registrations to the foregoing and all rights to past, present and future income related thereto (the Marks, Copyrights, Technology, Domain Names, and Trade Secrets, collectively, the “Intellectual Property Assets”). The documentation for Seller Software is current, accurate, and sufficient in detail and content to identify and explain it and to allow its use. Seller has taken all reasonable precautions to protect the secrecy, confidentiality and value of all of the Intellectual Property Assets, and exclusively owns or has valid and enforceable rights to use all of the Intellectual Property Assets. No Seller confidential information that is material to the Business as currently conducted or any Trade Secrets have been disclosed or authorized to be disclosed to any Person, other than pursuant to a written non-disclosure agreement or similar instrument, including by requiring all Persons having access thereto to execute binding, written non-disclosure agreements. None of the Intellectual Property Assets that are Technology, Trade Secrets or Seller Software that are owned or purported to be owned by Seller are part of the public knowledge or literature. None of the Intellectual Property Assets is subject to any adverse claim or has been challenged or threatened in writing or verbally to Seller’s Knowledge, infringes or conflicts with any intellectual property right of any other Person. Except as set forth in Schedule 4.11(a) of the Disclosure Schedule, to the Knowledge of Seller the ownership and use of the Intellectual Property Assets by Buyer and the operation of the Business does not infringe upon or conflict with the intellectual property rights of any Person, and will not require Buyer to may any payments to any Person. The execution, delivery, and performance of this Agreement and the consummation of the transactions will not result in the loss or impairment of Seller’s right to use any Intellectual Property Assets owned or used by Seller in connection with the Business prior to the Closing and immediately following the Closing, the Intellectual Property Assets will be owned, or available for use by Buyer on terms and conditions substantially similar to those under which Seller owned or used the Intellectual Property Assets immediately prior to the Closing, without payment of additional fees.

(b) Schedule 4.11(b) of the Disclosure Schedule sets forth a correct, current, and complete list of all registered and material unregistered Marks, registered Copyrights, Patents, and Domain Names owned by Seller, and applications for any of the foregoing (collectively, the “Scheduled Intellectual Property”), specifying as to each, as applicable: the title, mark, or design, the record owner, the jurisdiction by or in which it has been issued, registered, or filed, the patent, registration, or application serial number, the issue, registration or filing date, and the current status. None of the Scheduled Intellectual Property are the subject of any proceeding filed with a Governmental Authority. Seller has taken reasonably sufficient measures to protect the Scheduled Intellectual Property in the jurisdictions where such Scheduled Intellectual Property is registered, to the extent applicable, and to list Seller as the owner of the Scheduled Intellectual Property with the applicable Governmental Authority.

(c) Neither Seller, nor, to the Knowledge of Seller, any other employees of or consultants to Seller in connection with their employment, has infringed or made unlawful use of, or is infringing or making unlawful use of, any intellectual property or proprietary or confidential information of any Person. No litigation (or other proceedings in or before any court or other governmental, adjudicatory, arbitral, or administrative body) charging Seller with infringement or unlawful use of any license, patent, trademark, service mark, trade name, logo, copyright, trade secret or other proprietary right is pending, or to the Knowledge of Seller threatened; nor to the Knowledge of Seller is there any basis for any such litigation or proceeding. Nothing, to the Knowledge of Seller, has been done or omitted to be done by Seller or by any other Person which would jeopardize the validity, enforceability or subsistence of any Intellectual Property Assets.

(d) No current or former employee or independent contractor of Seller has any right, license, claim, or interest whatsoever in or with respect to any of the Intellectual Property Assets. Seller has secured from all of Seller’s current and former consultants, independent contractors, and employees who were involved in, or who contributed to, the creation or development of any Intellectual Property Assets valid and enforceable agreements pursuant to which such consultants, independent contractors and

employees irrevocably assign their rights in the Intellectual Property Assets to Seller and complete copies of any such agreements have been made available to Buyer.

(e) Schedule 4.11(e) of the Disclosure Schedule sets forth a true, complete and correct list of all the software owned or developed by or on behalf of Seller or exclusively licensed to Seller (the “Seller Software”). None of the source code for the Seller Software has been published or disclosed by Seller to any Person except Seller employees or independent contractors contributing to the development of the Seller Software and who are subject to a written non-disclosure agreement restricting any disclosure and use of such code, and Seller has not entered into any contract with any Person that requires or may result in the disclosure of such source code. Seller has not licensed, transferred, disclose, or otherwise permitted any Person (other than an authorized employee or contractor subject to a written agreement) to reverse engineer, disassemble, or decompile any of the Seller Software to create source code, except as may be required by Law. All copies of any of the Seller Software distributed by Seller have been distributed solely in object code form. No open source code, open source software or other software or technology distributed as free software, open source software or under a similar licensing or distribution model, or any modification or derivative thereof, was or is used in, linked to, incorporated into, integrated or bundled with, or used in the development or compilation (other than generally available commercial compilers) of the Seller Software.

(f) Seller owns or has a valid right to access and use all the Seller IT Systems. The Seller IT Systems used by Seller (i) are adequate for, and are operational and reasonably sufficient to allow Seller to conduct the Business as currently conducted, and (ii) to Seller’s Knowledge, do not contain any Malicious Code. Seller uses commercially reasonable safeguards to protect the confidentiality, integrity, and security of the Seller IT Systems used by Seller and the data and other information stored or Processed thereon. There have been no unauthorized access, use, intrusion, or breach of the security of, material failure of, or other adverse event affecting any Seller IT Systems or Seller Data during the three (3) years prior to the Closing Date. Seller maintains commercially reasonable backup and data recovery, disaster recovery, and business continuity plans, procedures, and facilities.

(g) Seller is, and has been since incorporation in compliance with: (i) all applicable Privacy Laws in effect as of the Closing Date, and Seller has taken material steps, to the extent applicable and reasonable, to prepare for compliance with any Privacy Laws that are not yet in effect as of the Closing Date such that Seller reasonably anticipates that it will be able to fully comply with such Privacy Laws upon the date they become effective without significant additional cost or effort; (ii) all contracts or other arrangements in effect between Seller and any Person that apply to or restrict the Processing of Seller Data by Seller or by any other party to such contracts or other arrangements ; (iii) the terms of any notices, consents, authorizations, waiver of authorization, or other permission pursuant to which Seller Processes or has Processed Personal Information; and (iv) all written privacy policies and similar disclosures or assurances published or provided by Seller (“Privacy Policies,” and subclauses (i)-(iv) collectively, the “Privacy Requirements”). Seller has made available to Buyer copies of all Privacy Policies governing Seller’s Processing, privacy, and security of Personal Information and other Seller Data, and the Privacy Policies incorporate all disclosures to data subjects required by applicable Privacy Laws. Seller has the right pursuant to the Privacy Requirements to Process Personal Information for the purpose such information is and has been used and disclosed, and Seller holds records evidencing such consents. Neither the execution, delivery, or performance of this Agreement, nor the consummation of any of the transactions contemplated by this Agreement, including any direct or indirect transfer of Personal Information resulting from such transactions, will violate any Privacy Requirements as such currently exist or as existed at any time during which any of such Personal Information was collected or obtained. Except as permitted by applicable Privacy Laws or written consent, Seller has not supplied or provided access to Personal Information Processed by it to a third party for remuneration or other consideration other than in compliance with applicable Privacy Laws. Except as set forth in Schedule 4.11(g) of the Disclosure Schedule, Seller has not

used Personal Information (including IP addresses) for profiling, automated decision making, targeted marketing, or cross-context behavioral advertising, as such terms (or similar terms) may be defined under applicable Privacy Laws. Seller is not the subject of, or has not received in the six (6) years prior to the Closing Date, any written notice or claim from any Person or Governmental Authority (x) regarding Seller's or any of its agents, employees, or contractors alleged violation of any Privacy Requirements, (y) regarding an actual or suspected data security incident or breach, or (z) alleging a violation of any Person's rights under any Privacy Law. Seller has not been subject to any external investigations or audits concerning any Privacy Requirements other than risk assessments or vulnerability or penetration testing undertaken by Seller or on its behalf,

(h) Seller has, and has since inception maintained, commercially reasonable physical, technical, organizational, and administrative security safeguards, consistent with industry-standards, to protect all Seller Data collected by or on behalf of Seller from and against unauthorized access, use, and/or disclosure and that comply with all Privacy Requirements. Seller has entered into commercially reasonable arrangements as required by applicable Privacy Requirements with all vendors, service providers, and other Persons whose relationship with Seller involves the Processing of Personal Information as necessary to protect the privacy, security, and integrity of the Personal Information and comply with Privacy Requirements. Seller has not notified, either voluntarily or as required by any applicable Privacy Laws, any affected individual, any Governmental Authority, or the media of any breach or non-permitted use or disclosure of Personal Information, and Seller is not currently planning to conduct any such notification or investigating whether any such notification is required. Seller has a data breach response plan in place which is commercially reasonable for the size of the entity and the nature of the Business. In connection with each third-party servicing, outsourcing, Processing, or otherwise using Personal Information collected, held, or controlled by or on behalf of Seller, Seller has in accordance with applicable Privacy Laws entered into valid, binding, and enforceable written data processing agreements with any such third party that require each third-party to (i) comply with applicable Privacy Laws with respect to Personal Information; (ii) act only in accordance with the instructions of Seller; (iii) take appropriate steps to protect and secure Personal Information from loss or damage, unauthorized access, use, disclosure or modification, or any other misuse; and (iv) restrict use of Personal Information to those authorized or required under the servicing, outsourcing, Processing, or similar arrangement.

4.12 Taxes.

(a) Seller has filed all Tax Returns that it was required to file, and all such Tax Returns are true, complete and accurate in all material respects. All Taxes due and payable by Seller, whether or not shown on a Tax Return, have been paid to the appropriate Governmental Authorities, and no Taxes owed by Seller are delinquent.

(b) There are no (i) pending, proposed or, to Seller's Knowledge, threatened actions, suits, proceedings or audits or any notice of inquiry of any of the foregoing with respect to Taxes related or attributable to Seller, the Business or the Acquired Assets, or (ii) deficiencies for any Tax, claim for additional Taxes, or other dispute or claim related to attributable to any Tax liability of Seller or relating to the Business or the Acquired Assets claimed, issued or raised by any Governmental Authority. Seller has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, which waiver or agreement is still in effect.

(c) No claim has ever been made by a taxing authority in any other jurisdiction where Seller does not file Tax Returns that Seller is or may be subject to Taxes assessed by such jurisdiction, and there is no basis for such a claim to be made.

(d) Seller has withheld and paid to the applicable Governmental Authorities all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, equityholder or other third party, and Seller has complied with all reporting and recordkeeping requirements relating to such Taxes (including, without limitation, the timely filing and delivery of all IRS Forms W-2 and 1099 with respect thereto). Seller has properly collected and remitted any required sales, use, value added and similar Taxes with respect to sales made or services provided to its customers, and has properly received and retained in accordance with Law any appropriate Tax exemption certificates or other documentation for all sales made or services provided without charging or remitting sales, use, value added or similar Taxes to the extent necessary to qualify such sales or services as exempt from such Taxes.

(e) Seller is not a party to or bound by any Tax allocation, sharing or similar agreement or does not have any current or potential contractual or legal obligation to indemnify any other Person with respect to Taxes. Seller has not (i) been a member of an “affiliated group” within the meaning of Section 1504(a) of the Internal Revenue Code of 1986, as amended (the “Code”) filing a consolidated federal income Tax Return or (ii) incurred any liability for the Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local, or foreign Law), as a transferee or successor, by contract, or otherwise.

(f) Seller has not participated in, or otherwise made a filing with respect to, any “reportable transaction” within the meaning of Treasury Regulations Section 1.6011-4(b).

(g) There are no Liens for Taxes (other than statutory liens for Taxes not yet due and payable) on the Acquired Assets.

(h) None of the Acquired Assets is an equity interest in any other Person. Seller is not a party to any joint venture, contract or other arrangement that could be treated as a partnership for federal income Tax purposes.

(i) None of the Acquired Assets constitutes a prepaid amount or deferred revenue received by Seller on or prior to the Closing Date, or an obligation of any Person from the sale of any asset that is being reported under Section 453 of the Code.

(j) Seller is not a “foreign person” as that term is used in Treasury Regulation Section 1.1445-2.

(k) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby could (either alone or in conjunction with any other event) result in any “parachute payment” as defined in Section 280G(b)(2) of the Code (whether or not such payments is considered to be reasonable compensation for services rendered).

4.13 Brokers. Except for fees and expenses payable to Menalto Advisors, LLC, no finder, broker, agent, or other intermediary has acted for or on behalf of Seller, or any of their respective Affiliates in connection with the negotiation, preparation, execution, or delivery of this Agreement or the consummation of the transactions contemplated hereby and no finder, broker or similar fee or commission is or will be payable to any Person by Seller or its Affiliates, in connection with the transactions contemplated hereby.

4.14 Compliance with Other Instruments, Laws, Etc. Seller has for the past three (3) years complied with, and is in material compliance with, (a) all Laws, statutes, governmental regulations and all judicial or administrative tribunal orders, judgments, writs, injunctions, decrees or similar commands

applicable to the Business and (b) all unwaived terms and provisions of all material contracts, agreements and indentures to which the Acquired Assets are subject. Seller has not been charged with, or, to its Knowledge, been under formal investigation with respect to, any violation of any provision of any federal, state, or local Law or administrative regulation nor has Seller received any written notice of, or written notice of any formal investigation of, a possible violation of any applicable Laws, or any other Law or requirement relating to or affecting the Business or Acquired Assets. Seller has and maintains all such licenses, permits and other authorizations of Governmental Authorities as are necessary for the conduct of its Business or in connection with the ownership or use of the Acquired Assets, all of which are in full force and effect, and true and complete copies of all of which have previously been delivered or otherwise made available to Buyer or its counsel. Seller does not have knowledge of any fact which would make it reasonably likely that Seller would be unable to obtain the renewal of any such license, permit or other authorization.

4.15 Financial Statements. Seller has furnished to Buyer the financial statements of Seller, consisting in each case of balance sheets for the period ending December 31, 2021 and internally reviewed balance sheets for the period ending December 31, 2022, and Seller-prepared interim balance sheets for the period ended September 30, 2023, and the related statements of earnings and cash flows for the annual and interim periods then-ended (collectively, the "Financial Statements"). All such Financial Statements are complete and correct in all material respects and fairly presents the financial position, results of operations and current expenses of the Business for the periods indicated, and are otherwise in conformity in all material respects with U.S. Generally Accepted Accounting Principles consistently applied throughout such periods, except to the extent disclosed in the Financial Statements, including the notes thereto.

4.16 Absence of Undisclosed Liabilities. Except as reflected in the Financial Statements, Seller has no liabilities or obligations of any nature, whether accrued, absolute, contingent, or otherwise (including without limitation liabilities, as guarantor or otherwise, in respect of obligations of others) associated with or related to the Acquired Assets or otherwise (including liability for taxes and interest, penalties and other charges with respect thereto), other than (i) liabilities incurred in the ordinary course of business since September 30, 2023, (ii) liabilities for items disclosed on Schedule 4.16 of the Disclosure Schedule, and (iii) liabilities incurred in connection with the transactions contemplated by this Agreement.

4.17 Employee Health and Safety. Seller has complied in all material respects with all applicable Laws relating to employee health and safety, and Seller has not received any notice that past or present conditions of the Business or any Leased Real Property violate any applicable legal requirements or otherwise can be made the basis of any litigation, whether related to regulatory compliance, personal injury (including death) or property damage, based on, arising out of, caused by or related to violations of any Law or order relating to employee health and safety.

4.18 Labor Matters.

(a) As of the date of this Agreement, Seller employs 9 full-time employees, 1 part-time employee and engages 1 Person as an independent contractor. All such Persons are accurately categorized as an employee or independent contractor. Seller has provided to Buyer and its counsel a true and complete listing, as of the date of this Agreement, of each employee employed by Seller, together with their names, job titles, current annual or, as the case may be, hourly rate of compensation (including salary, bonuses and commissions), leave status, if any (including a designation, if applicable, of the type of leave and whether the leave is paid or unpaid) and accrued and unused paid time off of each such employee. To the Knowledge of Seller, none of the employees have given notice of termination of employment. There are no employees who are not actively employed (including any employee currently on "lay-off status" or on any other leave that has the effect of classifying such employee as not actively employed), immediately prior to the Closing Date and who have a right of reinstatement. Seller has provided to Buyer and its counsel

a true and complete listing, as of the date of this Agreement, of all independent contractors or consultants who have performed services for Seller during the last year with a brief description of the nature of work performed by each.

(b) The Business has been operated by Seller in compliance in all material respects with all applicable Laws regarding employment and employment practices, including applicable wage and hour Laws, fair employment Laws, safety Laws, worker compensation Laws, unemployment Laws, social security Laws, and the employment of non-U.S. residents. To Seller's Knowledge, Seller is not liable for any unpaid wages, bonuses, contractor invoices, or commissions (other than those not yet due) or any Tax, penalty, assessment, or forfeiture for failure to comply with any of the foregoing.

(c) There is no collective bargaining agreement in effect with any labor union or organization representing any of the employees of Seller. There has been no organized slowdown, work interruption strike or work stoppage by any employee of Seller and, to the Knowledge of Seller, there is no strike, labor dispute or union organization activities pending or threatened.

(d) Each employee of Seller is "terminable-at-will" and no written employment, non-competition or severance contract or agreement with any such employee exists in connection with the Business.

4.19 Employee Benefit Plans.

(a) Schedule 4.19(a) of the Disclosure Schedule sets forth a complete listing of, and Seller has made available to Buyer and its counsel all documents pertaining to, all deferred compensation, incentive compensation, stock purchase, stock option or other equity-based, retention, change in control, severance or termination pay, hospitalization or other medical, life, dental, vision, disability or other insurance, supplemental unemployment benefits, profit-sharing, pension or retirement plans, programs, agreements or arrangements, and each other fringe or other employee benefit plan, program, agreement or arrangement (including any "employee benefit plan," within the meaning of Section 3(3) of ERISA), sponsored, maintained or contributed to or required to be contributed to by Seller or by any ERISA Affiliate of Seller for the benefit of any employee (and/or their dependents or beneficiaries), or with respect to which Seller or any ERISA Affiliate of Seller otherwise has any liabilities or obligations (the "Employee Benefit Plans"). For purposes of this Agreement, (i) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and (ii) "ERISA Affiliate" means any entity that is considered a single employer with Seller under Section 414 of the Code.

(b) Each Employee Benefit Plan has been maintained, operated and administered in material compliance with its terms and all applicable Laws, including ERISA and the Code. Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination or opinion letter from the Internal Revenue Service that it is so qualified and, to Seller's Knowledge, there are no facts or circumstances that could be reasonably likely to adversely affect the qualified status of any such Employee Benefit Plan.

(c) No Employee Benefit Plan is, and neither Seller nor any ERISA Affiliate of Seller, sponsors, maintains or contributes to, or has ever sponsored, maintained or contributed to, or been required to contribute to, or otherwise had any obligation under an employee benefit plan subject to Section 412 or 436 of the Code or Section 302, 303 or Title IV of ERISA, a "multiemployer plan" (within the meaning of Section 3(37) of ERISA), a multiple employer plan as defined in Section 413(c) of the Code or a "multiple employer welfare arrangement" as such term is defined in Section 3(40) of ERISA. None of the Employee Benefit Plans provides health or welfare benefits following retirement or termination of employment, other than as required by Section 4980B of the Code and any similar state Law.

(d) Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will (alone or in conjunction with any other event) (i) entitle any employee of Seller or any ERISA Affiliate of Seller to any increase in compensation or benefits or to any transaction, severance, retention bonus or similar payment or benefit or (ii) accelerate the time of payment or vesting, or trigger any payment or funding, of any compensation or benefit or trigger any other obligation under any Employee Benefit Plan.

4.20 Accounts Receivable. All accounts and notes receivable of Seller represent services or products actually provided in the ordinary course of business; to the Knowledge of Seller all such receivables are current and collectible in accordance with their respective terms; and Seller has received no written or verbal notification that any of such receivables is subject to any counterclaim or set-off.

4.21 Accounts Payable. Seller has made available to Buyer a complete and accurate list of all accounts and debts payable of Seller relating to the Business as of the date hereof (the “Payables”) and the respective amounts thereof, including, without limitation, late charges, penalties and interest thereon. Other than specifically disclosed to Buyer, Seller does not have any accounts payable or debts in any amount, regardless of whether past due, now due or becoming due in the future. All of the Payables were incurred in the ordinary course of the businesses pursuant to arm’s length transactions.

4.22 Environmental Matters.

(a) Seller is, and for the past three (3) years has been, in compliance in all material respects with Environmental Laws and governmental permits required pursuant to Environmental Laws; (ii) Seller has not assumed, undertaken or otherwise become subject to any liability or corrective, investigatory or remedial obligation under or relating to any Environmental Laws; (iii) Seller has not received any written notice of violation of or investigation under any Environmental Laws; (iv) Seller has not stored, managed or otherwise used any Contaminant in violation of or in a manner that could give rise to liability under any Environmental Laws; and (v) Seller does not own or operate any underground storage tanks, and to Seller’s Knowledge, there are no underground storage tanks at the Leased Real Property.

(b) To Seller’s Knowledge, There has been no Release of Contaminants, and there are no Contaminants in the environment, at the Leased Real Property, and Seller has not Released any Contaminant at any location, in each case, so as to give rise to any liabilities or investigatory, corrective or remedial obligations under any Environmental Laws.

“Contaminant” means any contaminant, pollutant, hazardous or toxic substance or waste, petroleum or petroleum derived substance, additive or wastes, medical waste, radioactive materials, or any other compound, element or substance in any form (including products) regulated by, or giving rise to liability under, any Environmental Law.

“Environmental Law” means all applicable Laws concerning pollution or protection of the environment, natural resources or human health, or the storage, use, management, or Release of any Contaminant, as such of the foregoing are enacted and in effect on or prior to the Closing Date.

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

4.23 Material Customers and Suppliers. Schedule 4.23 of the Disclosure Schedule sets forth a true and complete list of (a) each of the 5 largest customers of Seller, by revenue, during (i) the 12-month period ended December 31, 2022 and (ii) the 8-month period ending August 31, 2023 (each a “Material Customer”) and (b) each of the 5 largest suppliers of Seller, by payments made by Seller during (i) the 12-month period ended December 31, 2022 and (ii) the 8-month period ending August 31, 2023 (each a “Material Supplier”).

4.24 Absence of Certain Developments. Except as expressly contemplated by this Agreement, since August 31, 2023, Seller (i) has conducted the Business in the ordinary course of business and (ii) has not:

- (a) suffered any theft, damage, destruction or casualty loss in excess of \$10,000 to any of the Acquired Assets, whether or not covered by insurance;
- (b) experienced any material labor dispute;
- (c) granted any increase in the base compensation of, or paid any bonuses or other compensation to (including, without limitation, any severance or termination pay to), any of its employees, other than in the ordinary course of business;
- (d) adopted, amended, or increased the payments or benefits under, any Employee Benefit Plan;
- (e) subjected any portion of the Acquired Assets to any Lien other than a Permitted Liens;
- (f) sold, leased, licensed assigned or transferred any assets or properties, or waived or canceled any material debts or claims owing to or held by it, other than sales of inventory, non-exclusive licenses of Intellectual Property Assets and disposals of obsolete Inventory or equipment, in each case in the ordinary course of business;
- (g) entered into amended or terminated any Assigned Contract other than in the ordinary course of business;
- (h) received written notice that any Material Customer or Material Supplier will stop or decrease materially the business done with Seller, or experienced an actual, or to the Seller’s Knowledge, threatened material dispute with any Material Customer or Material Supplier;
- (i) instituted or settled any claim or lawsuit;
- (j) changed the pricing of any of its products (including changing any material terms and conditions that are ancillary to and impact the aggregate price paid for any of its products) in any material respect, other than in the ordinary course of business;
- (k) acquired any other business or entity (or any significant portion or division thereof), whether by merger, consolidation or reorganization or by purchase of assets or stock, or acquired any other material assets;
- (l) made any change in connection with its accounts payable or accounts receivable systems, policies or procedures;

(m) made or changed any material Tax election inconsistent with prior practice, settled or compromised any action or proceeding relating to Taxes, filed any amended Tax Return, or entered into any closing agreement relating to any Tax; or

(n) committed or agreed to any of the foregoing in any manner that would be legally enforceable.

4.25 Disclaimer of Warranties. Except for the representations and warranties contained in this Article 4 (including the related portions of the Disclosure Schedule), neither Seller nor any other Person on behalf of Seller has made or makes any express or implied representation or warranty, either written or oral, including any representation or warranty as to (a) the accuracy or completeness of any information regarding the Business furnished or made available to Buyer and its representatives, (b) any information, documents or material made available to Buyer in an internet data room, in a management presentation or in any other form in expectation of the transactions contemplated hereby, or (c) as to the future revenue, profitability or success of the Business. Notwithstanding the foregoing, nothing herein shall limit or preclude a claim based upon Fraud.

ARTICLE V. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

5.1 Existence; Good Standing; Authority; Compliance With Law. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Nevada.

5.2 Authorization, Validity and Effect of Agreements. Buyer has the requisite corporate power and full legal right and authority to execute and deliver this Agreement and all agreements and documents contemplated hereby to which Buyer is a party, to perform all of its agreements and obligations hereunder and thereunder, each in accordance with its respective terms, and to consummate the transactions contemplated hereby and thereby. This Agreement constitutes, and all agreements and documents contemplated hereby (when executed and delivered pursuant hereto for value received) will constitute, the valid and legally binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, subject to applicable bankruptcy, insolvency, moratorium or other similar Laws relating to creditors' rights and general principles of equity.

5.3 No Violation. The execution and delivery of this Agreement by Buyer does not, and the consummation of the transactions contemplated hereby will not: (a) violate any provision of Buyer's Articles of Formation or Bylaws or any resolution adopted by Buyer's shareholders; (b) violate any order, arbitration award, judgment, writ, injunction, decree, statute, rule or regulation applicable to Buyer; or (c) violate any other contractual or legal obligation or restriction to which Buyer is subject.

5.4 No Pending Litigation or Proceeding. As of the date hereof, no action is pending or, to the knowledge of Buyer, threatened against Buyer that challenges, or could have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, the transactions contemplated by this Agreement. As of the date hereof, there is no outstanding judgment, decree or order of any Governmental Authority against or affecting Buyer in connection with the transactions contemplated by this Agreement.

5.5 No Brokers. No finder, broker, agent, or other intermediary has acted for or on behalf of Buyer, or any of its Affiliates in connection with the negotiation, preparation, execution, or delivery of this Agreement or the consummation of the transactions contemplated hereby and no finder, broker or similar

fee or commission is or will be payable to any Person by Buyer or its Affiliates, in connection with the transactions contemplated by this Agreement.

5.6 Independent Investigation; Disclaimer of Other Representations. Buyer has conducted its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) and assets of the Business, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Business for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated by this Agreement, Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in Article 4 (including the related portions of the Disclosure Schedule); and (b) neither Seller nor any other Person has made any representation or warranty as to Seller, the Business or this Agreement, except as expressly set forth in Article 4 (including the related portions of the Disclosure Schedule). Buyer acknowledges that the representations and warranties by Seller contained in this Agreement constitute the sole and exclusive representations and warranties of Seller to Buyer in connection with the transactions contemplated by this Agreement. Buyer further acknowledges and agrees that Buyer has not relied on any representation, warranty or other statement by any person on behalf of Seller (other than those set forth in Article 4) and that all other representations and warranties of any kind or nature expressed or implied are specifically disclaimed by Seller. Notwithstanding the foregoing, nothing herein shall limit or preclude a claim based upon Fraud.

ARTICLE VI. INDEMNIFICATION

6.1 Survival. All representations, warranties, covenants and agreements set forth in this Agreement, the schedules hereto will survive the Closing and the consummation of the transactions contemplated hereby. The Parties will have no indemnification liability for the breach of any representation or warranty set forth in Article 4 or Article 5, unless written notice of a claim thereunder is delivered to the other Party on or prior to the twenty four (24) month anniversary of the Closing Date (the “Applicable Limitation Date”); provided, that the Applicable Limitation Date with respect to any Loss arising from or related to a breach of the representations and warranties set forth in Section 4.1 (*Formation; Authority; Qualification*), Section 4.2 (*Authorization and Enforceability*), Section 4.10 (*Title, Sufficiency and Condition of Assets*), Section 4.11 (*Intellectual Property*) and Section 4.12 (*Taxes*), (collectively, the “Fundamental Representations”), shall be the longer of (i) six (6) years or (ii) thirty (30) days after the expiration of the statute of limitations, if any (including any extensions thereto to the extent that such statute of limitations may be tolled) applicable to the breach which gave rise to such Loss.

6.2 Indemnification by Seller. Seller shall indemnify and hold harmless each of Buyer, its Affiliates, and their respective officers, directors, managers, members, owners, employees, agents and representatives (collectively, the “Buyer Parties”), from and against, and shall reimburse the Buyer Parties for, any loss, liability, demand, claim, action, cause of action, cost, damage, deficiency, diminution of value, or expense, whether or not arising out of Third-Party Claims (including interest, penalties, reasonable out-of-pocket attorneys’ fees and expenses and court costs, and all amounts paid in investigation, defense or settlement of any of the foregoing) (collectively, “Losses” and each individually, a “Loss”) which any such Buyer Party shall suffer, sustain or become subject to, arising out of, as the result of, in connection with, relating or by virtue of:

- (a) the breach of any representation or warranty made by Seller in this Agreement;
- (b) the breach of any covenant or obligation of Seller in this Agreement;

(c) any Retained Liability;

(d) any brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by any Person with Seller (or any Person acting on its behalf) in connection with the transactions contemplated hereby;

(e) any liabilities related to Taxes, including, without limitation, (i) any Taxes arising as a result of the Seller's operation of the Business or ownership of the Acquired Assets prior to the Closing, (ii) any Transfer Taxes for which the Seller is liable pursuant to Section 7.1(a), and (iii) any property Taxes for which the Seller is liable pursuant to Section 7.1(d), in each case, including legal and accounting expenses for asserted actions, proceedings, or claims related thereto; or

(f) any Transaction Expense or Indebtedness that is neither paid prior to Closing nor taken out of the Purchase Price and paid at Closing.

6.3 Buyer's Indemnification. Buyer shall indemnify and hold harmless each of the Seller, its Affiliates, and their respective officers, directors, managers, members, owners, employees, agents and representatives (collectively, the "Seller Parties") from and against any Loss which any such Seller Party shall suffer, sustain or become subject to, arising out of, as the result of, in connection with, relating or incidental to or by virtue of:

(a) the breach of any representation or warranty made by Buyer in this Agreement;

(b) the breach of any covenant or obligation of Buyer in this Agreement; or

(c) any Assumed Liability.

6.4 Limitations on Indemnity. The indemnification provided for in Sections 6.2 and 6.3 above is subject to the following limitations, as applicable:

(a) no Party hereto will be liable hereunder with respect to claims referred to in Section 6.2(a) or Section 6.3(a) above unless a Party gives written notice thereof on or prior to the Applicable Limitation Date. Notwithstanding any implication to the contrary contained in this Agreement, so long as a Party properly delivers written notice of a claim no later than the Applicable Limitation Date, the other Parties hereto shall be required to indemnify hereunder for all Losses which such Parties may incur (subject to the Deductible and Cap, if applicable) in respect of the matters which are the subject of such claim, regardless of when incurred;

(b) Seller shall not be liable to Buyer Parties for any Loss arising under Section 6.2(a), unless, and only to the extent, the aggregate amount of all such Losses exceeds [REDACTED] (the "Deductible"), in which case Seller shall be liable for the full amount of such Losses, including the Deductible;

(c) The Seller's aggregate liability arising under Section 6.2(a) shall in no event exceed the Cash Purchase Price (the "Cap");

(d) notwithstanding the foregoing, the Deductible and the Cap shall not apply with respect to (A) any Loss arising from or related to a breach of any of the Fundamental Representations, provided that Seller's aggregate liability arising under Section 6.2(a) shall in no event exceed [REDACTED], (B) claims under Sections 6.2(b) through (f), provided that Seller's aggregate liability arising under Section 6.2(b), Section 6.2(d), Section 6.2(e), or Section 6.2(f) shall in no event exceed [REDACTED], or (C) claims based upon Fraud, which, for clarity, together with any claim in respect of a Loss arising out of, as the

result of, in connection with, relating or by virtue of any Retained Liability shall not be subject to any limitation under Sections 6.4(a) through (c); and

(e) notwithstanding anything in this Agreement or otherwise to the contrary, in no event shall Seller or Buyer be liable under this Article 6 for any punitive or exemplary damages other than punitive or exemplary damages awarded to a third party in connection with a Third-Party Claim.

6.5 Procedures.

(a) Promptly after receipt by a Person entitled to indemnity under Section 6.2 or 6.3 (an “Indemnified Person”) of notice of the assertion of any claim against any Indemnified Person by a third party (a “Third-Party Claim”) (but in any event no later than ten (10) Business Days after receiving notice thereof), such Indemnified Person shall give written notice to the Party obligated to indemnify under such Section (an “Indemnifying Person”) of the assertion of such Third-Party Claim and shall provide the Indemnifying Person with such information with respect thereto as the Indemnifying Person may reasonably request. Failure to promptly notify the Indemnifying Person will not relieve the Indemnifying Person of any liability that it may have to any Indemnified Person, except to the extent that the Indemnifying Person demonstrates that the defense of such Third-Party Claim is prejudiced by the Indemnified Person’s failure to give such notice.

(b) If an Indemnified Person gives notice to the Indemnifying Person pursuant to Section 6.5(a) of the assertion of a Third-Party Claim, the Indemnifying Person shall be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes (unless (i) the Indemnifying Person is also a Person against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate or (ii) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Third-Party Claim and provide indemnification with respect to such Third-Party Claim), to assume the defense of such Third-Party Claim with counsel satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim and the Indemnified Person’s written acknowledgement of the same, including express acknowledgement and acceptance of the proposed counsel, the Indemnifying Person shall not, so long as it conducts such defense, be liable to the Indemnified Person under this Article 6 for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the defense of such Third-Party Claim, other than reasonable costs of investigation. If the Indemnifying Person assumes the defense of a Third-Party Claim, (i) such assumption will conclusively establish for purposes of this Agreement that the claims made in that Third-Party Claim are within the scope of and subject to indemnification, (ii) no compromise or settlement of such Third-Party Claims may be effected by the Indemnifying Person without the Indemnified Person’s consent unless (A) there is no finding or admission of any violation of any Law or any violation of the rights of any Person; (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (iii) the Indemnified Person shall have no liability with respect to any compromise or settlement of such Third-Party Claims effected without its consent. If notice is given to an Indemnifying Person of the assertion of any Third-Party Claim and the Indemnifying Person does not, within ten (10) days after the Indemnified Person’s notice is given, give notice to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person will be bound by any determination made in such Third-Party Claim or any compromise or settlement effected by the Indemnified Person. Notwithstanding the foregoing, the Indemnifying Person shall not have the right undertake and conduct the defense of a Third-Party Claim made by a Governmental Authority, or any Third-Party Claim that seeks or may reasonably be expected to seek an injunction or other equitable relief against the Indemnified Person.

(c) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it or its Affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by written notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but the Indemnifying Person will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

(d) With respect to any Third-Party Claim subject to indemnification under this Article 6: (i) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other Parties fully informed in all material respects of the status of such Third-Party Claim and any related proceedings at all stages thereof where such Party is not represented by its own counsel, and (ii) the Parties agree to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim.

(e) With respect to any Third-Party Claim subject to indemnification under this Article 6, the Parties shall cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of any confidential information and the attorney-client and work-product privileges. In connection therewith, each Party agrees that: (i) it will use reasonable best efforts, in respect of any Third-Party Claim in which it has assumed or has participated in the defense, to avoid production of any confidential information (consistent with applicable Law and rules of procedure), and (ii) all communications between any Parties hereto and counsel responsible for or participating in the defense of any Third-Party Claim will, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.

(f) A claim for indemnification for any matter not involving a Third-Party Claim may be asserted by written notice given as promptly as reasonably practicable after become aware of such a claim to the Party from whom indemnification is sought, which notice will, to the extent such information is reasonably available, specify the facts alleged to constitute the basis for such claim, the representations, warranties, covenants and obligations alleged to have been breached and the amount that the Indemnified Person seeks hereunder from the Indemnifying Person, together with such information, to the extent such information is reasonably available, as may be necessary for the Indemnifying Person to determine that the limitations in Section 6.4 have been satisfied or do not apply.

6.6 Purchase Price Adjustments. Amounts paid to or on behalf of a Seller or Buyer as indemnification shall be treated as adjustments to the Purchase Price.

6.7 Exclusive Remedy. The indemnification provided for in this Article 6 shall be the exclusive post-Closing remedy available to an Indemnified Person in connection with any Losses arising out of the matters set forth in this Agreement or the transactions contemplated hereunder, provided that nothing herein will limit any Indemnified Person's rights hereunder or otherwise to specific performance to enforce its rights under this Agreement or otherwise in connection with the transactions contemplated hereby or shall limit or restrict any Indemnified Person's right to maintain or recover any amounts in connection with any action or claim based upon Fraud.

6.8 No Double Materiality. For purposes of calculating the amount of Losses to which a Buyer Party or Seller Party is entitled pursuant to this Agreement (but not for purposes of determining whether a representation has been breached), all references to materiality shall be disregarded.

6.9 Net Losses; Mitigation.

(a) Notwithstanding anything contained herein to the contrary, the amount of any Losses incurred or suffered by an Indemnified Person will be calculated after giving effect to (i) any insurance proceeds received by the Indemnified Person (or any of its Affiliates) with respect to such Losses, and (ii) any recoveries obtained by the Indemnified Person (or any of its Affiliates) from any other third party. Each Indemnified Person will use, and will cause his, her or its respective Affiliates to use, good faith commercially reasonable efforts to obtain such proceeds and recoveries. If any such proceeds or recoveries are received by an Indemnified Person (or any of its Affiliates) with respect to any Losses after an Indemnifying Person has made a payment to the Indemnified Person with respect thereto, the Indemnified Person (or such Affiliate) will pay to the Indemnifying Person the aggregate amount of such proceeds or recoveries received by the Indemnified Person (or such Affiliate). With respect to any Losses incurred or suffered by an Indemnified Person, no liability will attach to the Indemnifying Person in respect of any Losses to the extent that the same Losses have been recovered by the Indemnified Person from the Indemnifying Person; accordingly, the Indemnified Person may only recover once in respect of the same Loss.

(b) Each Party agrees to use, and will cause its respective Affiliates to use, good faith commercially reasonable efforts to mitigate any Losses; provided, however, that no Party will be required to use such efforts if they would be detrimental in any material respect to such Party.

ARTICLE VII. COVENANTS

7.1 Tax Matters.

(a) Transfer Taxes. All transfer, real estate, recording, documentary, sales, use, stamp, registration and other such Taxes, and any conveyance fees or recording charges incurred by Seller in connection with the Acquisition, including any penalties and interest with respect thereto (collectively, the "Transfer Taxes") shall be paid by Seller when due. The Seller shall, at its own expense, file all necessary Tax Returns and other documentation with respect to the Transfer Taxes and, if required by applicable Law, Buyer shall (and shall cause its Affiliates to) join in the execution of any such Tax Returns and other documentation.

(b) Allocation. Within ninety (90) days of the Closing Date, Buyer shall prepare and deliver to Seller for its review and comment, its proposal for the allocation of the Purchase Price (including, for purposes in this Section 7.1(b), the Assumed Liabilities and any other amounts required to be capitalized) for U.S. federal income tax purposes in accordance with Section 1060 of the Code and the Treasury Regulations thereunder (the "Allocation"). Buyer shall consider in good faith any reasonable comments to the Allocation provided by the Seller within ten (10) days of the Seller's receipt of Buyer's proposed Allocation. The Parties shall file, or cause to be filed, IRS Form 8594 or such other form or Tax Returns as may be required by applicable Law, rule or regulation, and any comparable state or local income tax form, in a manner consistent with the Allocation, and no Party shall file any Tax Returns or, in a judicial or administrative proceeding, assert or maintain any Tax reporting position that is inconsistent with this Agreement or the Allocation, unless required to do so by applicable Law. To the extent that the Purchase Price is adjusted after the Closing Date in accordance with Section 6.6, Buyer and Seller agree to revise and amend the Allocation in accordance with the character of each such adjustment, consistent with this Section 7.1(b).

(c) Cooperation on Tax Matters. Buyer and Seller shall cooperate fully, as and to the extent reasonably requested by any Party, in connection with the filing of Tax Returns for the Business and any audit, litigation or other proceeding with respect to Taxes for the Business. Such cooperation shall include the retention and (upon any Party's request) the provision of records and information which are

reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

(d) Property Taxes. To the extent not otherwise prorated pursuant to this Agreement, Buyer and Seller shall apportion (as of the Closing) any real and personal property Taxes with respect to the Acquired Assets on a per diem basis. Seller will be liable for and will pay all such property Taxes attributable to taxable periods (or portions thereof) ending on or prior to the Closing Date, and Buyer will be liable for and will pay all such property Taxes attributable to taxable periods (or portions thereof) beginning after the Closing Date. If the amount of such Taxes for the year in which the Closing occurs cannot reasonably be determined, the apportionment will be based at Closing upon the amount of such Taxes for the preceding Tax year but will be readjusted when the amount of such Taxes is finally determined.

7.2 Change in Name; Use of Seller's Marks. As soon as practicable following the Closing Date, Seller shall eliminate the use of all trademarks, trade names, service marks or service names used in the Business, in any of their forms and in any business documents and shall within ten (10) Business Days after the Closing Date take steps necessary to change the corporate name of Seller to a name reasonably satisfactory to Buyer and that is dissimilar to its current name, and to withdraw or amend any foreign qualification filing reasonably necessary for Buyer to make use of Seller's trademarks, trade names, service marks or service names in such jurisdictions.

7.3 Restrictive Covenants. In consideration of the Purchase Price received by Seller under this Agreement, Seller (the "Restricted Party") hereby covenants and agrees as follows:

(a) During the period commencing on the Closing Date and ending on the five (5) year anniversary of the Closing Date (the "Restricted Period"), the Restricted Party shall not, directly or indirectly, do any of the following:

(i) engage or invest in, own, manage, operate, finance, control, be employed by, render services or advice or other aid to, receive any compensation in any capacity in respect of, or be connected or associated with in any capacity, including without limitation as an individual, partner, shareholder, manager, officer, director, employee, principal, agent, consultant, advisor, developer or trustee, any Person or enterprise that engages in, or plans to become engaged in, any Competing Business within the Covered Area;

(ii) induce or solicit, or attempt to induce or solicit, any Person that is, or was during the two (2) year period ending on the Closing Date or at any time following the Closing Date, a customer, supplier or business relation of Seller or the Business to cease doing business with Buyer, Seller or the Business or any of their respective successors or Affiliates, in any way interfere with the relationship between or among Buyer, Seller, the Business or any of their respective successors or Affiliates and any such customer, supplier or business relation, or solicit the business of any such customer, supplier or business relation for any Competing Business;

(iii) induce or solicit, or attempt to induce or solicit, any employee or independent contractor of Buyer, Seller, the Business or any of their respective successors or Affiliates who was an employee or independent contractor of Seller or the Business at any time during the two (2) year period ending on the Closing Date or at any time following the Closing Date to leave the employ or service of Buyer, Seller, the Business or any of their respective successors or Affiliates, in any way interfere with the relationship between or among Buyer, Seller, the Business or any of their respective successors or Affiliates and any such employee or independent contractor, or solicit, offer employment to, otherwise

attempt to hire, employ or otherwise engage as an employee, independent contractor or otherwise, any such employee or independent contractor; or

(iv) make any statements (whether orally or in writing) to any Person that are intended to disparage, denigrate or malign any of Buyer or its businesses, activities, operations or reputations (excluding statements to legal advisors or pursuant to a proceeding or investigation or regulatory or other requests for information pursuant to applicable Law, or statements in connection with legal disputes between the Parties hereto related to this Agreement, the Ancillary Agreements, or the transactions contemplated hereby and thereby).

(b) As used herein, the term “Competing Business” shall mean the business of providing design, development, production, manufacture, sale, resale, and lease of tire tread wear sensor technology and data management services. As used herein, the term “Covered Area” shall mean the State of North Carolina.

(c) The Restricted Party acknowledges and agrees that: (i) the duration, scope and geographic area of the covenants contained in this Section 7.3 are fair, reasonable and necessary to protect the goodwill and legitimate business interests of the Business and to prevent any unfair advantage conferred upon the Restricted Party; (ii) that adequate consideration has been received by the Restricted Party for such obligations, and that these obligations do not prevent the Restricted Party from earning a livelihood; (iii) Buyer would not have entered into this Agreement or made the payments to Restricted Parties hereunder unless such Restricted Party agreed to be subject to all of the restrictions set forth in this Section 7.3; and (iv) the Restricted Party has been represented by counsel of his, her or its choosing in the negotiation of this Agreement, including this Section 7.3, and that the Restricted Party is voluntarily agreeing to this Section 7.3. If, however, any of the covenants set forth in this Section 7.3 are held to be invalid or unenforceable, the remainder of such covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portions. If it is determined by a court of competent jurisdiction that any of the restrictive covenants, or any part thereof, are unenforceable because of the duration of such provision, the geographical area covered thereby, or any other determination of unreasonableness of the provision, the court making such determination shall have the power to reduce the duration, area or scope of such provision and, in its reduced form, such provision shall then be enforceable and shall be enforced.

(d) In the event of a breach by the Restricted Party of any covenant set forth in this Section 7.3, the Restricted Period with respect to the Restricted Party will be extended by the period of the duration of such breach.

(e) The Restricted Party acknowledges that a breach by the Restricted Party of any of the covenants set forth in this Section 7.3 cannot be reasonably or adequately compensated in damages in an action at law, and that Buyer will be entitled to, among other remedies, and without posting any bond or other undertaking, injunctive relief, which may include, but will not be limited to: (i) restraining the Restricted Party from engaging in any action that would constitute or cause a breach or violation of this Section 7.3, (ii) obtaining specific performance to compel the Restricted Party to perform his, her or its obligations and covenants hereunder, and (iii) obtaining damages available either at law or in equity.

(f) For clarity, this Section 7.3 shall not be deemed to bind or restrict the activities of any equityholder of Seller provided that such equityholder is not acting by or through the Restricted Party in connection with such activities.

7.4 Further Assurances. At any time and from time to time after the Closing, at the request of Buyer and without further consideration, Seller will execute and deliver such other instruments of sale, transfer, conveyance, assignment, and delivery and confirmation and take such action as the Buyer may

reasonably deem necessary or desirable to more effectively carry out the purposes of this Agreement and to transfer, convey and assign to Buyer and to place Buyer in possession and control of, and to confirm Buyer's title to, the Acquired Assets and to assist Buyer in exercising all rights and enjoying all benefits with respect thereto.

7.5 Employee and Employee Benefit Matters.

(a) Effective as of the Closing, Seller shall terminate all of its employees, other than the employees identified by Buyer by written notice delivered prior to Closing (such employees available for hiring, the "Available Employees"), and shall release such Available Employees from the provisions of any restrictive covenants and/or agreements so as to enable Buyer to employ such individuals. Buyer or one of its Affiliates may (but is not obligated to) offer employment to some or all Available Employees following the Closing, on such terms and conditions as Buyer shall determine in its sole discretion. In the case of any Available Employee who is offered employment by Buyer or its Affiliate and who is on an approved leave of absence as of the Closing Date, the employment of such Available Employee with Buyer or its Affiliate shall be effective upon the date of his or her return to active work. All Available Employees who accept Buyer's or such Affiliate's offer of employment and who are thereafter employed by Buyer or its Affiliate shall be referred to herein as "Transferred Employees."

(b) It is understood and agreed that (i) any offer of employment made by Buyer pursuant to Section 7.5(a) will not constitute any commitment, contract or understanding (expressed or implied) of any obligation on the part of Buyer to a post-Closing Date employment relationship of any fixed term or duration or upon any terms or conditions other than those that Buyer may establish pursuant to individual offers of employment; and (ii) employment offered by Buyer is "at will" and may be terminated by Buyer or by an employee at any time for any reason (subject to any written agreements to the contrary entered into between Buyer and any such employee). Nothing in this Agreement will be deemed to prevent or restrict in any way the right of Buyer after the Closing to terminate, reassign, promote or demote any of the Transferred Employees, or to change (adversely or favorably) the title, powers, duties, responsibilities, functions, locations, salaries, other compensation or terms or conditions of employment of any Transferred Employees.

(c) Seller will be responsible for (i) the payment of all wages and other remuneration due (including payment of all accrued and unused paid time off) to their employees with respect to their services as employees of Seller through the Closing Date; and (ii) the payment of any termination or severance payments and the provision of health plan continuation coverage (including all administrative and notice obligations) under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), or any other Law, with respect to any employees who are not hired by Buyer, other former or current employees of Seller, or any employees (including the Transferred Employees) who remain eligible and elect continuation coverage pursuant to COBRA under the Employee Benefit Plans. Seller will be liable for any claims made or incurred by their employees and their beneficiaries under the Employee Benefit Plans, and Buyer will not have any responsibility, liability or obligation, to such employees, their beneficiaries or any other Person with respect to any Employee Benefit Plan. Seller shall make or cause to be made on behalf of all their employees all contributions due to be made under each Employee Benefit Plan for all periods prior to the Closing Date. Additionally, Seller, at its sole cost and expense, shall take such actions as are necessary to make, or cause each Employee Benefit Plan to make, appropriate distributions to all the employees of Seller in accordance with such Employee Benefit Plans and applicable Laws.

(d) Nothing in this Section 7.5 will be deemed to create or grant any employees of Seller or other third parties third party beneficiary rights or claims of any nature.

7.6 Confidentiality; Public Announcement.

(a) Confidentiality. From and after the date hereof, Seller shall, and shall cause its Affiliates to, hold in confidence any and all proprietary non-public information, whether written or oral, concerning Buyer, the Business, the existence of this Agreement or the transactions contemplated by this Agreement, except to the extent that Seller can show that such information (i) is or becomes generally available to and known by the public other than as a result of a disclosure that is prohibited hereunder; (ii) was or is disclosed to Seller by a third party under no legal obligation to maintain the confidentiality of such information. If Seller or any of its Affiliates are compelled to disclose any information by judicial or administrative process or by other requirements of Law, Seller shall, to the extent possible and legally permissible, promptly notify Buyer in writing so that Buyer may seek an appropriate protective order and shall disclose only that portion of such information which Seller is advised by its counsel in writing is legally required to be disclosed.

(b) Public Announcement. Except as required by applicable Law, Seller will not (and Seller shall cause its Affiliates not to) issue any report, statement or release to the public with respect to this Agreement or the transactions contemplated hereby without the prior written approval of Buyer of the text of any such public report, statement or release. Notwithstanding anything in this Agreement to the contrary, Buyer may issue a statement to the public announcing the transactions contemplated hereby upon execution of this Agreement. No press release or public statement by Buyer or its Affiliates shall include the Purchase Price (or any derivative thereof).

ARTICLE VIII. DEFINITIONS

As used in this Agreement, the following terms have the following respective meanings:

“Affiliate” means, any Person directly or indirectly controlling, controlled by or under common control with such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of at least ten percent (10%) of the voting securities of such other Person, by contract or otherwise.

“Ancillary Agreement(s)” means, when used with reference to a particular Person, all of the agreements, instruments, certificates, and other documents executed and delivered by such Person at the Closing or otherwise in connection with this Agreement and/or the transactions contemplated hereby, including the Bill of Sale and the Assignment and Assumption Agreement and when used without reference to any particular Person, means all such agreements, instruments, certificates, and other documents of all Persons.

“Bridgestone Loan Agreements” means that certain Amended and Restated Note Purchase Agreement, dated as of October 6, 2023, by and between Seller and Buyer; that certain Amended and Restated Secured Convertible Promissory Note, dated as of October 6, 2023, by and between Seller and Buyer; that certain Security Agreement, dated February 18, 2022, by and between Seller and Buyer; that certain Side Letter Agreement, dated as of February 18, 2022, by and between Seller and Bridgestone Americans Tire Operations, LLC; that certain Warrant #1 to Purchase Securities of Seller, dated as of February 18, 2022, by and between Seller and Bridgestone Americans Tire Operations, LLC; that certain Warrant #2 to Purchase Securities of Seller, dated as of February 18, 2022, by and between Seller and Bridgestone Americans Tire Operations, LLC; [REDACTED]

[REDACTED]

“Business Day” means a day on which banking institutions are open for business in New York, NY.

“Fraud” means, with respect to any Person, the actual and intentional common law fraud (and for the avoidance of doubt excluding negligent misrepresentation or omission, or any form of fraud based on recklessness) by such Person with respect to a representation or warranty set forth in this Agreement or any exhibits, certificates, lists and other documents and writings referred to herein or delivered pursuant hereto or thereunder.

“Governmental Authority” means any government, whether foreign, federal, state or local, or any other political subdivision thereof, or any agency, tribunal or instrumentality of any such governmental or political subdivision, or any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Indebtedness” means (i) any indebtedness for borrowed money or issued in substitution for or exchange of indebtedness for borrowed money, (ii) any indebtedness evidenced by any note, bond, debenture, or other debt security, (iii) any indebtedness for the deferred purchase price of property or services with respect to which a Person is liable, contingently or otherwise, as obligor or otherwise, (iv) any commitment by which a Person assures a creditor against loss (including contingent reimbursement liabilities with respect to letters of credit), (v) any indebtedness guaranteed in any manner by a Person (including guarantees in the form of an agreement to repurchase or reimburse), (vi) any liabilities under capitalized leases with respect to which a Person is liable, contingently or otherwise, as obligor, guarantor or otherwise, or with respect to which liabilities a Person assures a creditor against loss, and (vii) any indebtedness secured by a Lien on a Person’s assets; together with, in each case, interest, penalties, redemption premiums, and prepayment obligations.

“Knowledge,” “known to,” or similar terms, when used in this Agreement to qualify any representation or warranty, mean means facts, circumstances or occurrences that are within the actual knowledge of Jesko von Windheim, Stephen Brooks and David Koester after their making reasonable inquiry in the ordinary course of the performance of their duties and responsibilities with respect to Seller.

“Law” means any law (including common law), statute, code, rule, regulation, order, award, injunction, ruling, writ, ordinance, judgment, decree, treaty or other pronouncement of any Governmental Authority having the effect of law.

“Lien” means charge, claim, lien, license to a third party, option, warrant, pledge, security interest, mortgage, right of way, easement, encroachment, encumbrance, profit, servitude, community property interest, equitable or ownership interest, right of first offer or first refusal, buy/sell agreement and/or any other material restriction or covenant with respect to, or material condition governing the use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other material attribute of ownership.

“Malicious Code” means any viruses, worms, Trojan horses, bugs, faults, malware, spyware, or other devices, codes, errors, contaminants, or effects that would (a) materially disrupt or adversely affect (or could reasonably be expected to materially disrupt or adversely affect) the functionality of any Seller IT Systems, except as disclosed in their documentation, (b) enable or assist any Person to access without authorization any Seller IT Systems, or (c) damage, destroy, or prevent access to or use of any data or file.

“Permitted Lien” means (a) mechanics’, carriers’, materialmens’, workers’, repairers’, landlords’ and similar Liens related to any amounts not yet delinquent or that are being contested in good faith, (b) Liens for Taxes not yet delinquent or related to Taxes that are being contested in good faith, (c) Liens or imperfections of title that have arisen in the ordinary course of business, (d) Liens related to liabilities reflected in the Financial Statements, (e) with respect to the Leased Real Property, (i) Liens in favor of landlords and prime landlords as provided in any real estate leases to which Seller is a party and (ii) zoning, building codes or other restrictions, variances, covenants, restrictive covenants, declarations, rights of way, encumbrances, encroachments, easements and minor irregularities or defects in title, none of which interfere in any material respect with the present use of or occupancy of the affected Leased Real Property, (f) Liens imposed by or securing payment of any Indebtedness of Seller to the extent terminated at or prior to the Closing, or (g) licenses of, or other grants of rights with respect to, Intellectual Property Assets in the ordinary course of business.

“Person” means any natural person, entity, or association, including without limitation any corporation, partnership, limited liability company, government (or agency or subdivision thereof), trust, joint venture, unincorporated organization, or sole or joint proprietorship.

“Personal Information” means any data or information that constitutes “personal data,” “personal information,” “personally identifiable information,” “protected health information,” or any similar term under applicable Law (including applicable Privacy Laws) or that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, or is capable of being associated with an individual, including any information that is governed, regulated or protected by one or more applicable Laws (including applicable Privacy Laws) concerning information relating to an identified or identifiable natural person or PCI DSS, including, without limitation, name, physical address, telephone number, email address, financial account information, government-issued identifier (including Social Security number and driver’s license number), medical, health or insurance information, gender, date of birth, educational or employment information, any religious or political view or affiliation, marital or other status, photograph, face geometry or biometric information, and any other data used or intended to be used to identify, contact or precisely locate an individual, and any information that is derived from or linked to other Personal Information; provided, however, that “Personal Information” shall not include data or information that is excepted from the definition of “personal information,” “personal data,” “personally identifiable information,” “protected health information,” or any similar term under applicable Law (including applicable Privacy Laws) (with such exceptions including, for the sake of clarity, data or information that constitutes “publicly available” information, “deidentified information,” “aggregate consumer information,” or any similar term under applicable Law (including applicable Privacy Laws)).

“Privacy Law” means any applicable Law and industry standards and requirements applicable to Seller and the Business governing data protection, privacy, security, collection, storage, use, disclosure, retention, transfer, Processing, confidentiality, destruction, or breach notification of Personal Information or any other data, including without limitation state data breach notification Laws, state health information protection Laws, state social security number protection Laws, the Federal Trade Commission Act, the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.), the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, the Privacy Act of 1974, the CAN-SPAM Act, the Telephone Consumer Protection Act and state or provincial Laws governing the use of electronic communications (e.g., email, text messaging, telephone, and fax), the Telemarketing and Consumer Fraud and Abuse Prevention Act, the Electronic Communications Privacy Act, Children’s Online Privacy Protection Act, the European General Data Protection Regulation (the “GDPR”), EU Directive 95/46/EC, EU Directive 2002/58/EC and any Laws implementing any or all of the GDPR, EU Directive 95/46/EC and EU Directive 2002/58/EC (each as amended from time to time), the UK Data Protection Act 2018, the California Consumer Privacy Act, the California Privacy Rights Act, and other United States state Laws concerning privacy, the Health and

Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d), the Payment Card Industry Data Security Standards (PCI-DSS), as may be amended, restated, extended, revised, or otherwise superseded from time to time, the Americans with Disabilities Act (ADA) and the Web Content Accessibility Guidelines (WCAG), the Information Blocking Rules, promulgated by the U.S. Department of Health and Human Services pursuant to the 21st Century Cures Act, and state consumer protection Laws.

“Process” or “Processing” means the access, collection, use, storage, processing, distribution, transfer, protection, disposal or disclosure of data, whether electronically or in any other form or medium.

“Seller Data” means all (1) Personal Information, and (2) data for which Seller is required by applicable Law (including Privacy Laws), contract, or Privacy Policy to safeguard and/or keep confidential or private, including all such data transmitted to Seller by customers of Seller or Persons that interact with Seller.

“Seller IT Systems” means the information technology and computer systems owned or operated by or expressly on behalf of Seller that are used in connection with the Business, including without limitation any software, networks, hardware, databases, websites, servers, platforms, peripherals, data, communication lines, devices, and equipment and related systems that are used to Process, store, maintain, transmit, organize, present, generate, and operate data, information, and other functions.

“Tax” or “Taxes” means (i) any U.S. federal, state, local or non-U.S. income, gross receipts profits, alternative minimum, estimated, payroll, withholding, social security, sales, use, ad valorem, personal property taxes, value added, excise, franchise, premium, gross receipts, stamp, transfer, net worth, escheat, unclaimed property, and other taxes, fees, duties, levies, customs, tariffs, imposts, assessments, obligations and charges of any kind whatsoever, including any interest, penalties, fines, additions to tax or additional amounts imposed by any Governmental Authority with respect thereto; (ii) any liability for payment of amounts described in clause (i) whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary group for any taxable period (including, without limitation, any liability pursuant to Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. Law)), by contract or otherwise through operation of law; and (iii) any liability for the payment of amounts described in clauses (i) or (ii) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other agreement to indemnify any other Person with respect to Taxes.

“Tax Return” means any return, report, election, notice, estimate, declaration, request or other statement or document (including all schedules, exhibits and other attachments thereto) with respect to Taxes, including any information statement, claim for refund, or declaration of estimated Tax and any amendment to any of the foregoing.

“Transaction Expenses” means the aggregate amount of all fees and expenses incurred by or on behalf of Seller in connection with the negotiation, preparation or execution of this Agreement or any documents or agreements contemplated hereby or the performance or consummation of the transactions contemplated hereby or relating to transaction bonuses that are required to be paid at the Closing, in each case, that have not been paid as of the Closing, including (i) all brokers’ or finders’ fees commissions or similar payments based upon any agreement or understanding alleged to have been made by any Person with Seller (or any Person acting on behalf of Seller) in connection with the transactions contemplated hereby, (ii) fees and expenses of counsel, advisors, consultants, investment bankers, accountants, auditors and experts, and (iii) all sale, change-of-control, “stay-around,” retention, or similar bonuses or payments paid or payable as a result of or in connection with the transactions contemplated hereby.

“Treasury Regulations” means the regulations promulgated by the United States Department of Treasury under the Code, including any temporary regulations, in each case, as amended.

**ARTICLE IX.
MISCELLANEOUS**

9.1 Expenses. All fees and expenses incurred by Seller, including without limitation legal fees and expenses, in connection with this Agreement and the transactions contemplated hereby will be borne by Seller, and all fees and expenses incurred by Buyer, including without limitation, legal fees and expenses, in connection with this Agreement will be borne by Buyer. In no event shall fees and expenses of Seller hereunder be deemed to be Assumed Liabilities conveyed to Buyer in this transaction.

9.2 Assignability; Parties in Interest. No Party shall assign any rights or delegate any obligations hereunder without the consent of the other Parties, and any attempt to do so shall be void; provided, that Buyer shall have the right to assign its rights and delegate its obligations hereunder to any Affiliate without the prior written consent of the other Parties hereto; provided further, that such assignment shall not release Buyer from its obligations under this Agreement. All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective heirs, permitted successors and assigns and legal or personal representatives of the Parties hereto.

9.3 Entire Agreement; Amendments; Waiver. This Agreement, including the exhibits, certificates, lists and other documents and writings referred to herein or delivered pursuant hereto, which form a part hereof, contains the entire and sole understanding of the Parties with respect to the subject matter of this Agreement. This Agreement may be amended only by a written instrument duly executed by all Parties or their respective heirs, permitted successors and assigns. Any condition to a Party's obligations hereunder may be waived but only by a written instrument signed by the Party entitled to the benefits thereof. The failure or delay of any Party at any time or times to require performance of any provision or to exercise its rights with respect to any provision hereof, shall in no manner operate as a waiver of or affect such Party's right at a later time to enforce the same.

9.4 Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretations of this Agreement.

9.5 Severability. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect. In the event that any provision hereof would, under applicable Law, be invalid or unenforceable in any respect, each Party intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable Law.

9.6 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been duly given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (return receipt requested); (c) on the date sent by email of a .pdf document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, postage prepaid, return receipt requested. Such communications must be sent to the respective Parties at the following addresses (or to such other address(es) as a Party may designate by notice to the other Parties in accordance with this Section 9.6):

If to the Seller: Tyrata, Inc.
101 West Chapel Hill Street
Suite 200
Durham, North Carolina 27701

[REDACTED]

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

[REDACTED]

If to Buyer: Bridgestone Americas, Inc.
200 4th Avenue South
Nashville, TN 37201

[REDACTED]

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

[REDACTED]

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or otherwise) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Each Party hereby irrevocably submits in any suit, action or proceeding arising out of or related to this Agreement or any of the transactions contemplated hereby to the jurisdiction of any state or federal court located in the State of Delaware, and irrevocably waives any immunity from the jurisdiction of such courts and any claim of improper venue, forum non conveniens or any similar objection which it might otherwise be entitled to raise in any such suit, action or proceeding. Any suit, action or proceeding arising out of or relating to this Agreement shall only be instituted in the State of Delaware.

9.8 Equitable Relief. Each of the Parties hereby acknowledges that any breach by it of its obligations under this Agreement would cause substantial and irreparable damage to the other Parties, and that money damages and the indemnity protections provided herein would be inadequate remedies therefor, and accordingly, acknowledges and agrees that each of the other Parties shall be entitled to seek an injunction or specific performance to prevent or remedy the breach of such obligations (in addition to the other rights and remedies provided for herein).

9.9 Jury Trial Waiver. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE

TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

9.10 Counterparts; Facsimiles. This Agreement may be executed in multiple counterparts (including by way of electronic signature), each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by .pdf or similar imaging transmission or electronic signature, will be deemed to be their original signatures for any purpose whatsoever.

9.11 No Third-Party Beneficiaries. With the exception of the Parties to this Agreement and the Indemnified Persons, there shall exist no right of any Person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.

9.12 Publicity. Except as required by applicable Law, Seller will not (and Seller shall cause its Affiliates not to) issue any report, statement or release to the public with respect to this Agreement or the transactions contemplated hereby without the prior written approval of Buyer of the text of any such public report, statement or release. Notwithstanding anything in this Agreement to the contrary, Buyer may issue a statement to the public announcing the transactions contemplated hereby upon execution of this Agreement.

9.13 Cooperation. Each of the Parties shall cooperate with the others and use all reasonable efforts to prepare all necessary documentation, to effect all necessary filings, and to obtain all necessary permits, consents, approvals, and authorizations of all third parties and Governmental Authorities necessary to consummate the transactions contemplated by this Agreement. Buyer shall have the right to review and approve in advance all filings by Seller with any Governmental Authority made in connection with the transactions contemplated by this Agreement.

9.14 Non-Recourse. Except in the case of Fraud, no past, present or future director, officer, manager, employee, incorporator, shareholder, member, partner, equityholder, Affiliate, agent, attorney or representative of Seller or Buyer or any of their respective Affiliates shall have any liability for any obligations or liabilities of Seller or Buyer under this Agreement or for any claim (whether in contract or tort, in law or in equity, or based upon any theory that seeks to “pierce the corporate veil” or impose liability of an entity against its owners or Affiliates or otherwise), liability or any other obligation arising under, based on, in respect of, in connection with, or by reason of, this Agreement or the transactions contemplated hereby, including its negotiation and/or execution.

[Remainder of page intentionally left blank]

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

BUYER:

Bridgestone Americas, Inc.

By: Jon Kimpel
Jon Kimpel (Doc. 27, 2023 14746 CDT)

Name: Jon Kimpel

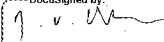
Title: President, Tire Solutions

[Signature Page to Asset Purchase Agreement]

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

SELLER:

Tyrata, Inc.

By: 
DocuSigned by:
2E983F12B-CADME9
Name: Jesko von Windheim
Title: Chief Executive Officer

[Signature Page to Asset Purchase Agreement]

EXHIBIT A

Bill of Sale, Assignment and Assumption Agreement

[See attached.]

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made and entered into as of the [] day of [], 2023, by and between Tyrata, Inc., a Delaware corporation (“Assignor”), and Bridgestone Americas, Inc., a Nevada corporation (“Assignee”). All capitalized terms used in this Agreement without definition have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, made and entered into as the date hereof (the “Purchase Agreement”), by and among Assignor and Assignee, pursuant to which Assignee is purchasing the Acquired Assets and assuming the Assumed Liabilities effective as of the Closing Date on the terms and conditions set forth therein; and

WHEREAS, it is contemplated that this Agreement will be entered into at Closing by Assignor and Assignee pursuant to Sections 3.2(a)(ii) and 3.2(b)(i) of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. Transfer of Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns, conveys, and grants to Assignee, effective as of the Closing Date, all of Assignor’s right, title and interest in and to all of the Acquired Assets. Assignor does not hereby transfer any Excluded Assets and all such Excluded Assets shall remain the property of Assignor.

2. Assignment and Assumption. Subject to the terms of the Purchase Agreement, effective as of the Closing Date, Assignor hereby assigns (the “Assignment”) to Assignee the Assumed Liabilities, and Assignee hereby accepts the Assignment and assumes the Assumed Liabilities. Assignee does not hereby assume, and shall not be liable or otherwise responsible for, any Retained Liabilities.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to all representations, warranties, covenants, agreements and indemnities relating to the Acquired Assets and Assumed Liabilities, are incorporated herein by this reference. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Actions. Each of the parties covenants and agrees to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the transactions contemplated by this Agreement.

5. Governing Law. This Agreement will be governed by and construed under the laws of

the State of Delaware without regard to conflicts of laws principles that would require the application of any other law.

6. Assignments and Successors. Neither party may assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

8. Amendment. This Agreement may not be amended or modified except by a written agreement signed by Assignor and Assignee.

[Signature Page Follows.]

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

ASSIGNOR:

TYRATA, INC.

By: _____

Name: Jesko von Windheim

Title: Chief Executive Officer

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

ASSIGNEE:

BRIDGESTONE AMERICAS, INC.

By: _____

Name: John Kimpel

Title: President, Tire Solutions

COMPANY DISCLOSURE SCHEDULE TO

ASSET PURCHASE AGREEMENT

by and among

BRIDGESTONE AMERICAS, INC.

AND

TYRATA, INC.

Dated as of October 31, 2023

This Disclosure Schedule (the “*Disclosure Schedule*”), which consists of a cover page, this introductory page and all of the accompanying pages and attachments, is being supplied to Buyer on behalf of the Seller in connection with the execution and delivery of that certain Asset Purchase Agreement entered into as of October 31, 2023 (the “*Agreement*”), between Bridgestone Americas, Inc., a Nevada corporation (“*Buyer*”) and Tyrata, Inc., a Delaware corporation (the “*Seller*”) and constitutes the Disclosure Schedules contemplated by the provisions of the Agreement.

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

Schedule L1(a)

Leased Real Property



Schedule 1.1(f)

Assigned Contracts

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 1.2

Excluded Assets

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 1.3(a)

Assumed Accounts Payable



Schedule 1.3(b)

Assumed Liabilities



Schedule 2.1(a)

Indebtedness and Transaction Expenses



ANNEX 2.1(a)

Indebtedness



Confidential

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 3.2(b)(iii)

Third Party and Government Consents and Approvals



Schedule 3.2(b)(vi)

Offer Letters

[REDACTED]

Schedule 4.4

Capitalization



ANNEX 4.4

Capitalization





Schedule 4.7

Contracts

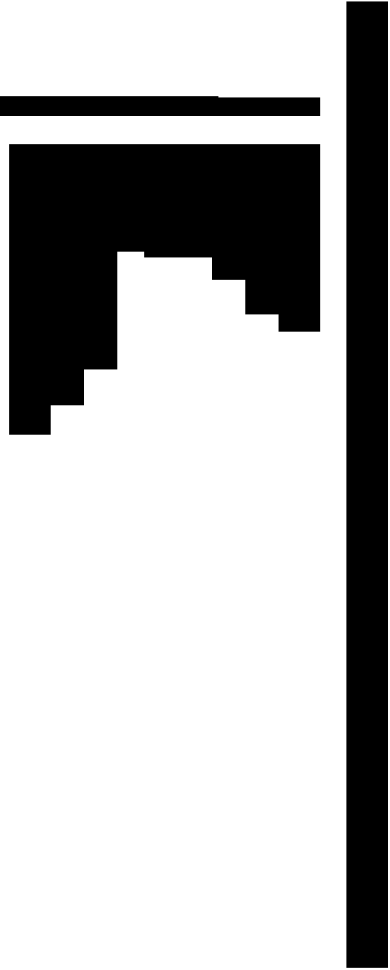


Schedule 4.11
Intellectual Property

1. Seller owns the following registered and unregistered Marks, registered Copyrights

Mark	Details	Goods/Services	Owner
INTELLITREAD Jurisdiction: US Reg: 6301780 Serial: 88105269	Registered Reg: 03/23/2021 Pub: 01/29/2019 Filed: 09/05/2018 First Use: 02/01/2020 Current Basis: 1a Registered	009 mobile computing and operating platforms consisting of data transceivers, wireless networks and gateways for collection and management of data; telecommunications hardware and software for monitoring and alerting remote sensor status via the internet; computer software and hardware for monitoring; tracking, analysis and data management of vehicle sensors and their resulting data; computer software and hardware for monitoring, tracking, analysis and data management of vehicle tire sensors and their resulting data; electronic sensors for measuring tire status and performance metrics including, but not limited to tire tread wear, tire pressure, tire temperature, tire acceleration, and tire performance; 042 software as a service (saas) services featuring software for monitoring, tracking, analysis and data management of vehicle sensors and their resulting data; software as a service (saas) services featuring software for monitoring, tracking, analysis and data management of vehicle tires sensors and their resulting data; electronic monitoring and reporting of tire status and performance metrics including, but not limited to tire tread wear, tire pressure, tire acceleration, and tire performance using computers or sensors; electronic monitoring of tire status and performance metrics including, but not limited to tire tread wear, tire pressure, tire acceleration, and tire performance; monitoring tires and tires performance to ensure proper functioning;	Tyrata, Inc. Suite 200 101 West Chapel Hill Street Durham NORTH CAROLINA 27701 US

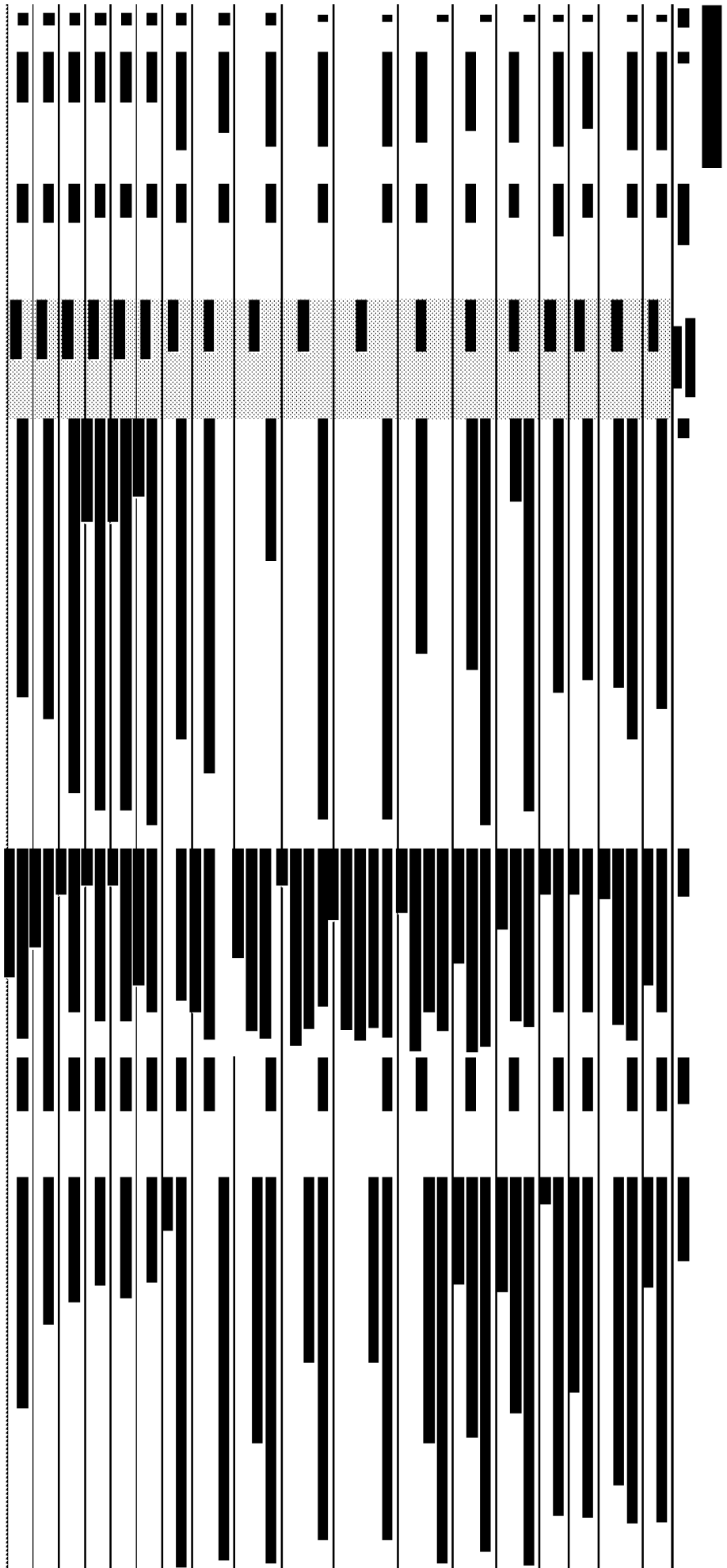




ANNEX 4.11(b)

Patents





Schedule 4.11(e)

Seller Software



Schedule 4.11(g)

Privacy



Schedule 4.16

Absence of Undisclosed Liabilities



Schedule 4.19(a)

Employee Benefit Plans

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 4.23

Material Customers & Suppliers

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 4.23

Absence of Certain Developments

[REDACTED]