STOCK PURCHASE AGREEMENT

BY AND AMONG

SAGILITY LLC,

DEVLIN CONSULTING, INC.,

THEODORE J. DEVLIN,

JULIA A. DEVLIN,

THE THEODORE J. DEVLIN AND JULIA A. DEVLIN FAMILY TRUST, DATED MARCH 17, 2020, AS AMENDED

AND

THEODORE J. DEVLIN,
solely in his capacity as the Seller's Representative

April 19, 2023

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ADDENDUM

STOCK PURCHASE AGREEMENT

This **STOCK PURCHASE AGREEMENT** (this "Agreement") is entered into as of April 19, 2023, by and among (i) Sagility LLC, a Delaware limited liability company (the "Buyer"), (ii) Devlin Consulting, Inc., an Arizona corporation (the "Company"), (iii) the following Persons: The Theodore J. Devlin and Julia A. Devlin Family Trust, dated March 17, 2020, as amended (the "Trust"), Theodore J. Devlin, and Julia A. Devlin (each a "Business Equityholder", and together, the "Business Equityholders"), and (iv) Theodore J. Devlin (the "Seller's Representative"), solely in his capacity as the Seller's Representative. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Section 8.01 of this Agreement. The Buyer, the Company, the Seller's Representative and the Business Equityholders may be referred to herein each as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, effective as of September 20, 2021, Theodore J. Devlin and Julia Devlin transferred all of the issued and outstanding Capital Stock of the Company to the Trust and are currently, and always have been, the sole trustees of the Trust;

WHEREAS, as of the date hereof, (a) the Trust owns all of the issued and outstanding shares of common stock, without par value, of the Company (the "Company Common Stock"), and (b) Theodore J. Devlin and Julia Devlin comprise the entirety of the board of directors of the Company (the "Board");

WHEREAS, the Trust desires to sell to the Buyer, and the Buyer desires to purchase from the Trust, 100% of the Company Common Stock in exchange for the Purchase Price;

WHEREAS, concurrently with the execution and delivery of this Agreement, each of Austin Devlin, James Cowsert and Robert Starman are entering into restrictive covenant agreements with the Buyer, in the form attached hereto as Exhibit A (the "Restrictive Covenant Agreements"); and

WHEREAS, concurrently with the execution and delivery of this Agreement, each of James Cowsert, Theodore J. Devlin, and Robert Starman (each a "Key Employee") are entering into an employment agreement with the Buyer in the form attached hereto as Exhibit B (the "Employment Agreements").

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

THE TRANSACTION

1.01 Purchase of Company Common Stock. Subject to the terms and

conditions of this Agreement, the Trust hereby sells, assigns, transfers and conveys to the Buyer at the Closing, free and clear of all Liens and Restrictions, and the Buyer hereby purchases and acquires from the Trust at the Closing, the Company Common Stock.

1.02 Consideration. In consideration for the Company Common Stock, the Buyer shall, subject to the terms and conditions of this Agreement, pay or cause to be paid to the Trust: (a) at the Closing, (i) Twenty-Eight Million Dollars ($28,000,000), minus (ii) Five Hundred Thousand Dollars ($500,000) (the "Closing Adjustment Escrow Amount"), minus (iii) Two Million Dollars ($2,000,000) (the "Indemnity Escrow Amount"), plus (iv) the Adjustment Amount (if the Adjustment Amount is a positive number), minus (v) the absolute value of the Adjustment Amount (if the Adjustment Amount is a negative number) (such amount, collectively, "Cash Purchase Price"), and, plus, (b) the amounts (if any) payable pursuant to Section 1.04 (the "Contingent Payment Consideration" and, together with the Cash Purchase Price, as the same may be adjusted following the Closing pursuant to Section 1.03, the "Purchase Price").

1.03 The Adjustment Amount.

(a) Pre-Closing Statement and Transaction Expenses. Prior to the Closing Date, the Company delivered to the Buyer: (i) a certificate executed by an executive officer of the Company (the "Pre-Closing Statement") setting forth, in form and substance reasonably satisfactory to the Buyer, the Company's good faith calculation of the estimate of (A) the Net Working Capital; (B) the Cash Amount; (C) the Closing Indebtedness; (D) the Transaction Expenses; (E) the Adjustment Amount (the "Estimated Adjustment Amount"), in each case of clauses (A) through (E), determined in accordance with the Accounting Principles, together with supporting documentation for such estimates and any additional information reasonably requested by the Buyer; and (F) based on such estimates, a calculation of the Cash Purchase Price (the "Estimated Cash Purchase Price"), which shall be calculated in accordance with Section 1.02; and (ii) final invoices with respect to all Transaction Expenses to be paid pursuant to Section 2.02 (the "Closing Transaction Expenses").

(b) Final Calculations.

(i) No later than ninety (90) days after the Closing Date, the Buyer shall cause to be prepared and delivered to the Seller's Representative a statement (the "Closing Statement") setting forth the calculation of (A) the Net Working Capital, (B) the Cash Amount, (C) the Closing Indebtedness, (D) the Closing Transaction Expenses and (E) the Adjustment Amount, in each case determined in accordance with the Accounting Principles. After delivery of the Closing Statement, the Seller's Representative and his accountants shall be permitted during normal business hours to review and copy the work papers of the Buyer and its Subsidiaries and its or their accountants (subject to the delivery of any agreement respecting access required by its or their accountants) related to the preparation of the Closing Statement and make other reasonable inquiries of the Buyer and its Subsidiaries and its or their accountants regarding questions concerning or disagreements with the Closing Statement arising in the course of its review thereof.

(ii) If the Seller's Representative has any objections to the Closing Statement, then the Seller's Representative shall deliver to the Buyer a statement (an "Objection Statement") setting forth in reasonable detail its disputes or objections (the "Objection Disputes") to the Closing Statement, which disputes or objections shall be limited to mathematical errors and whether calculations of amounts are in accordance with the Accounting Principles, and, to the extent practical, the Seller's Representative's proposed resolution of each such Objection Dispute. If a proper Objection Statement is not delivered to the Buyer within sixty (60) days after delivery of the Closing Statement, then the Closing Statement as originally delivered by the Buyer shall be final, binding and non-appealable by the Parties or any other Person. If an Objection Statement is timely delivered, then the Buyer and the Seller's Representative shall negotiate in good faith to resolve any Objection Disputes, but if they do not reach a final resolution within sixty (60) days after the delivery of the Objection Statement, then, within seven (7) days after such sixty (60) day period, either the Buyer or the Seller's Representative may submit each unresolved Objection Dispute to Baker Tilly, or, if Baker Tilly is not available for such assignment, another nationally recognized accounting firm upon which the Buyer and the Seller's Representative shall reasonably agree in writing (the "Independent Accountant") to resolve such Objection Disputes. The Independent Accountant shall be instructed to set forth a procedure to provide for prompt resolution of any unresolved Objection Disputes and, in any event, to make its determination in respect of such Objection Disputes based solely on the written submissions of the Parties (and without discovery or oral presentations or testimony) in accordance with the terms of this Agreement within thirty (30) days following its retention. The Independent Accountant's determination of such Objection Disputes shall (A) be set forth in writing, (B) be within the range of dispute between the Buyer and the Seller's Representative, (C) constitute an arbitral award, and (D) be final and binding upon all Parties upon which a judgment may be rendered by a court having proper jurisdiction thereover.

(iii) The fees, costs and expenses of the Independent Accountant shall be allocated between the Buyer, on the one hand, and the Business Equityholders, jointly and severally, on the other hand, based upon the percentage which the portion of the Objection Disputes not awarded to each Party bears to the amount actually contested by such Party. For example, if the Seller's Representative claims that the appropriate adjustments are one thousand dollars ($1,000.00) greater than the amount determined by the Buyer and if the Independent Accountant ultimately resolves the Objection Dispute by awarding to the Trust three hundred dollars ($300.00) of the one thousand dollars ($1,000.00) contested, then the fees, costs and expenses of the Independent Accountant will be allocated thirty percent 30% (i.e., 300 ÷ 1,000) to the Buyer and seventy percent (70%) (i.e., 700 ÷ 1,000) to the Business Equityholders.

(iv) As used herein, the "Final Adjustment Amount" means (A) if the Seller's Representative fails to timely deliver an Objection Statement in accordance with Section 1.03(b)(ii), the Adjustment Amount as set forth in the Closing Statement or (B) if the Adjustment Amount is resolved by the Buyer and the Seller's Representative or by submission of any Objection Disputes to the Independent Accountant, as contemplated by Section 1.03(b)(ii), the Adjustment Amount as so resolved.

(v) If the Final Adjustment Amount is greater than the Estimated Adjustment Amount, then promptly (but in any event within ten (10) Business Days of the final determination thereof), (A) the Buyer shall pay, or cause to be paid, to the Trust the amount of such excess by wire transfer of immediately available funds to an account designated in writing by the Seller's Representative, and (B) the Buyer and Seller's Representative shall execute joint written instructions directing the Escrow Agent to deliver, from the Closing Adjustment Escrow Account, the Closing Adjustment Escrow Amount to the Trust to an account designated in writing by the Seller's Representative.

(vi) If the Final Adjustment Amount is less than the Estimated Adjustment Amount (the difference between such amounts, the "Buyer Adjustment Amount"), then promptly (but in any event within ten (10) Business Days of the final determination thereof), (A) if the Buyer Adjustment Amount is less than or equal to the Closing Adjustment Escrow Amount, the Buyer and Seller's Representative shall execute joint written instructions directing the Escrow Agent to deliver (x) to the Buyer from the Closing Adjustment Escrow Account, the Buyer Adjustment Amount by wire transfer of immediately available funds to an account designated in writing by the Buyer and (y) to the Trust, the remaining balance of the Closing Adjustment Escrow Amount, if any, by wire transfer of immediately available funds to an account designated in writing by the Seller's Representative, and (B) if the Buyer Adjustment Amount exceeds the Closing Adjustment Escrow Amount (such excess, the "Deficiency Amount"), (x) the Buyer and Seller's Representative shall execute joint written instructions directing the Escrow Agent to deliver to the Buyer the Closing Adjustment Escrow Amount by wire transfer of immediately available funds to an account designated in writing by the Buyer, and (y) any remaining amount due in excess of the amounts satisfied under clause (x) above shall be satisfied by any one of, or any combination of, the following (as determined in the Buyer's sole discretion): (1) the Buyer and Seller's Representative shall execute joint written instructions directing the Escrow Agent to deliver to the Buyer, from the Indemnity Escrow Account, such amount by wire transfer of immediately available funds to an account designated in writing by the Buyer and (2) to the extent that the Contingent Payment Amounts are then payable to the Trust under Section 1.04 pursuant to the setoff right set forth in Section 1.04(f).

(vii) If the Final Adjustment Amount is equal to the Estimated Adjustment Amount, then, promptly (but in any event within ten (10) Business Days following the final determination thereof), the Buyer and Seller's Representative shall execute joint written instructions directing the Escrow Agent to deliver, from the Closing Adjustment Escrow Account, the Closing Adjustment Escrow Amount to the Trust to an account designated in writing by the Seller's Representative.

(viii) All payments made by the Trust or the Buyer pursuant to Section 1.03(b)(v) through (vii) shall be treated by all Parties for Tax purposes as adjustments to the Cash Purchase Price, except as otherwise required by a change in applicable Law after the date hereof or a Final Determination.

(c) Addendum A. Notwithstanding anything to the contrary contained in this Agreement, it is the intention of the Parties that the estimated Net Working Capital, the Target Net Working Capital, and the Net Working Capital each be determined using the exact same manner, format, and methodology as each other in accordance with the manner, format,

and methodology set forth in Addendum A attached hereto, with each determination made in accordance with the Accounting Principles and all to be applied consistent with past practice, except to the extent expressly set forth on Addendum A.

1.04 Contingent Payments.

(a) In addition to the Cash Purchase Price, the Trust shall be entitled to payments from the Buyer to the extent due as determined in accordance with this Section 1.04 (each, a "Contingent Payment") *less* any amounts from such Contingent Payment that are due to any Transaction Bonus Recipient pursuant to such Transaction Bonus Recipient's Transaction Bonus Agreement upon the satisfaction of such Contingent Payment's corresponding Payment Trigger.

(b) WellCare Contingent Payment.

(i) The Trust shall be entitled to a Contingent Payment in the aggregate amount of five million dollars ($5,000,000) (the "WellCare Contingent Payment Amount") payable by the Buyer in accordance with Section 1.04(e) upon the satisfaction of the WellCare Payment Trigger.

(ii) The "WellCare Payment Trigger" shall mean the occurrence of the following conditions:

(1) thirty-six (36) months of billing Comprehensive Health Management, Inc., a Florida corporation ("WellCare"), following the Closing Date under that certain Services Agreement, dated as of January 17, 2012, by and between the Company and WellCare, as supplemented by that certain Business Associate Agreement, dated as of January 17, 2012, by and between the Company and WellCare (the "WellCare Contract"), through renewals of the WellCare Contract or assignment of the WellCare Contract within Centene Corporation, or amended or restated WellCare Contract with Centene Corporation; *provided*, that such thirty-six (36) months' worth of billing shall occur within the first forty-two (42) months following the Closing Date (the "WellCare Achievement Date"); and

(2) Theodore J. Devlin shall be continuously employed with the Company, the Buyer, or any of their Affiliates or successors (except in the event of Theodore J. Devlin's Involuntary Termination (as defined in Theodore J. Devlin's Employment Agreement) or Death) from the Closing Date through the WellCare Achievement Date.

(iii) The WellCare Payment Trigger shall not be deemed satisfied if (X) the terms and conditions set forth in Section 1.04(b)(ii)(1) are not fulfilled on or prior to the WellCare Achievement Date or (Y) Theodore J. Devlin does not fulfill the terms and conditions set forth in Section 1.04(b)(ii)(2), then, in either case, the Trust's right to receive the WellCare Contingent Payment Amount shall automatically terminate entirely and thereafter neither the Company, the Buyer, nor any of their Affiliates or successors shall have any obligation whatsoever to pay the WellCare Contingent Payment Amount.

(c) Humana Contingent Payment.

(i) The Trust shall be entitled to a Contingent Payment in the aggregate amount of two million dollars ($2,000,000) (the "Humana Contingent Payment Amount") payable by the Buyer in accordance with Section 1.04(e) upon the satisfaction of the Humana Payment Trigger.

(ii) The "Humana Payment Trigger" shall mean the occurrence of the following conditions:

(1) the execution, between the Company, the Buyer, or any of their Affiliates or successors, on the one hand, and Humana, Inc., a Delaware corporation ("Humana"), on the other hand, of a Master Business Agreement and all associated supporting documentation required by Humana (the "Humana Agreement"), pursuant to which Humana agrees to source overpayment recovery services using the Company's Contract Central tool following the evaluation of such product pursuant to the Demonstration Agreement from the Company, the Buyer, or any of their Affiliates or successors, and pay the Company, the Buyer, or any of their Affiliates or successors, on terms agreed to by the Buyer; and

(2) each Key Employee shall be continuously employed with the Company, the Buyer, or any of their Affiliates or successors (except in the event of such Key Employee's Involuntary Termination (as defined in such Key Employee's Employment Agreement) or Death) from the Closing Date through the date the condition in Section 1.04(c)(ii)(1) is satisfied which shall be no later than the date that is twelve (12) months following the Closing Date (the "Humana Achievement Deadline").

(iii) If (X) the Humana Payment Trigger has not occurred on or prior to the Humana Achievement Deadline or (Y) any single Key Employee does not fulfill the terms and conditions set forth in Section 1.04(c)(ii)(2), then, in either case, the Trust's right to receive the Humana Contingent Payment Amount shall automatically terminate entirely and thereafter neither the Company, the Buyer, nor any of their Affiliates or successors shall have any obligation whatsoever to pay the Humana Contingent Payment Amount *provided*, *however*, if the Humana Payment Trigger does not timely occur as a result of Buyer's failure to negotiate in good faith with Humana, then the Humana Payment Trigger shall be deemed satisfied and the Humana Contingent Payment Amount shall be deemed payable to the Trust.

(d) Employee Retention Contingent Payment.

(i) The Trust shall be entitled to a Contingent Payment in the aggregate amount of five million dollars ($5,000,000) (the "Employee Retention Contingent Payment Amount") payable by the Buyer in accordance with Section 1.04(e) upon the satisfaction of the Employee Retention Payment Trigger.

(ii) The "Employee Retention Payment Trigger" shall mean the occurrence of the following conditions:

(1) each Key Employee shall be continuously

employed with the Company, the Buyer, or any of their Affiliates or successors (except in the event of such Key Employee's Involuntary Termination (as defined in such Key Employee's Employment Agreement) or Death), in each case, for a period of thirty-six (36) months following Closing Date (the date that is thirty-six (36) months following the Closing Date, the "Employee Retention Achievement Date"); and

(2) each Key Employee shall have complied in all material respects with the terms of such Key Employee's Employment Agreement.

(iii) The Employee Retention Payment Trigger shall not be deemed satisfied if any single Key Employee does not fulfill the terms and conditions set forth in Section 1.04(d)(ii)(1) and Section 1.04(d)(ii)(2) at any point on or prior to the Employee Retention Achievement Date, in which case, the Trust's right to receive the Employee Retention Contingent Payment Amount shall automatically terminate entirely and thereafter neither the Company, the Buyer, nor any of their Affiliates or successors shall have any obligation whatsoever to pay the Employee Retention Contingent Payment Amount.

(e) Payment of Contingent Payment.

(i) Timing. Each Contingent Payment Amount shall be paid within thirty (30) days following the satisfaction of such Contingent Payment Amount's corresponding Payment Trigger. For the avoidance of doubt, each payment owed for a Contingent Payment Amount may be enforced separate and independent of any other payment owed for a Contingent Payment Amount.

(ii) Consideration. Except as otherwise provided herein, payment of each Contingent Payment Amount (if any) shall be made in cash by or on behalf of the Buyer, by wire transfer of immediately available funds to the Trust to an account designated in writing by the Seller's Representative.

(f) Right of Setoff. The Company, the Buyer, and their Affiliates shall be entitled to withhold and set-off against any amount due to the Trust under this Section 1.04 the amount of any claim of the Buyer Indemnified Parties for indemnification pursuant to Article VI or pursuant to Section 1.03. Any amounts may be withheld until (i) the Seller's Representative, on the one hand, and the Company, the Buyer or their Affiliates, on the other hand, shall have settled such claim in writing or (ii) the final judgment of a court of competent jurisdiction or a binding arbitration award has been entered with respect to such claim.

(g) Certain other Matters Relating to the Contingent Payment.

(i) The Company, the Buyer, and their Affiliates and successors agree that, except as required by Law, as otherwise permitted or contemplated by this Agreement or as consented to in writing by the Seller's Representative, during the thirty-six (36) month period following the Closing Date, they will not, directly or indirectly, take or refrain from taking any other action, the primary purpose of which is to reduce any of the Contingent Payment Amounts. The Company, the Buyer, and their Affiliates and successors agree to act in good faith and in a spirit of fair dealing with respect to the terms and conditions set forth in this Section 1.04. The Company and its Affiliates (including, after the Closing, the Buyer and its

Subsidiaries, and their successors) shall have the right to operate their respective businesses in their sole discretion and shall have no obligation to operate their businesses in order to achieve any Payment Trigger.

(ii) The right to receive the Contingent Payment Amounts, if any, is a contract right only and no certificate evidencing such right shall be issued. The right to receive the Contingent Payment Amounts, if any, shall not be transferred or assigned by the Trust and no beneficial interest therein may be pledged, sold, assigned or transferred by the Trust (except as expressly provided herein or pursuant to the terms of a Transaction Bonus Agreement).

(iii) The Business Equityholders and Seller's Representative acknowledge and agree that (A) the Contingent Payments are speculative and subject to numerous factors outside the control of the Buyer, the Company and their respective Affiliates, (B) there is no assurance that the Trust will receive any Contingent Payments, and (C) except as set forth in Section 1.04(g)(i), none of the Buyer, the Company nor any of their Affiliates owe a fiduciary duty or any express or implied duty to the Trust, any other Business Equityholder or the Seller's Representative (and any such fiduciary duty is irrevocably waived).

1.05 Escrow Accounts.

(a) At the Closing, the Buyer shall deposit, or shall cause to be deposited, with the Escrow Agent into a segregated account that has been designated in writing by the Escrow Agent prior to the Closing Date (the "Closing Adjustment Escrow Account") cash in the amount of the Closing Adjustment Escrow Amount, by wire transfer of immediately available funds. The Closing Adjustment Escrow Account shall be used exclusively to satisfy the obligation to deliver amounts to the Buyer pursuant to Section 1.03(b)(vi), if any. Any remaining balance in the Closing Adjustment Escrow Account not used to satisfy such obligations shall be promptly distributed to the Trust in accordance with Section 1.03(b) and the Escrow Agreement.

(b) At the Closing, the Buyer shall deposit, or shall cause to be deposited, with the Escrow Agent into a segregated account that has been designated in writing by the Escrow Agent prior to the Closing Date (the "Indemnity Escrow Account") cash in the amount of the Indemnity Escrow Amount, by wire transfer of immediately available funds. The Indemnity Escrow Account shall be used exclusively (i) to satisfy any claims of the Buyer Indemnified Parties for indemnification pursuant to Article VI made from and after the Closing but on or before such time and (ii) to satisfy the obligation to deliver the Deficiency Amount to the Company pursuant to Section 1.03(b)(vi), if any, each as set forth in and pursuant to the Escrow Agreement. Any funds in the Indemnity Escrow Account not so used shall be distributed to the Trust in accordance with the terms of Article VI and the Escrow Agreement.

(c) In the event of a conflict between the Escrow Agreement and this Agreement, the terms of this Agreement shall govern.

ARTICLE II

THE CLOSING AND TRANSFER OF COMPANY COMMON STOCK

2.01 Closing. The closing of the transactions contemplated by this Agreement (the "Closing"), shall occur on the date hereof simultaneously with the execution and delivery of this Agreement (the "Closing Date"). The Contemplated Transactions pursuant to this Agreement shall be effective for accounting purposes as of 12:01 a.m. Arizona Time on the Closing Date.

2.02 Closing Actions. At the Closing, in each case, on the terms and subject to the conditions of this Agreement, the Buyer, the Company, the Business Equityholders and the Seller's Representative shall complete, or cause to be completed, the actions described in Section 2.02(a) and Section 2.02(b), as applicable.

(a) The Buyer shall:

(1) pay or cause to be paid to the Trust the Estimated Cash Purchase Price, by wire transfer of immediately available funds to the account designated in writing by the Seller's Representative;

(2) pay or cause to be paid, on behalf of the Business Equityholders or the Company, as applicable, the Closing Transaction Expenses, by wire transfer of immediately available funds in the amounts and to the accounts designated in writing by the Seller's Representative;

(3) deposit or cause to be deposited the Indemnity Escrow Amount in the Indemnity Escrow Account and the Closing Adjustment Escrow Amount in the Closing Adjustment Escrow Account in accordance with Section 1.05 and the Escrow Agreement;

(4) deliver to the Seller's Representative the Restrictive Covenant Agreements, duly executed by the Buyer;

(5) deliver to the Seller's Representative the Employment Agreements, duly executed by the Buyer;

(6) deliver to the Seller's Representative the Escrow Agreement, duly executed by the Buyer and the Escrow Agent;

(7) deliver to the Seller's Representative the Transaction Bonus Agreements, duly executed by the Buyer;

(b) The Seller's Representative and the Business Equityholders, as applicable, shall deliver, or cause to be delivered, to the Buyer:

(1) the Restrictive Covenant Agreements, duly executed by each of Austin Devlin, James Cowsert and Robert Starman, as applicable;

(2) the Employment Agreements, duly executed by each Key

Employee, as applicable;

(3) the Escrow Agreement duly executed by the Seller's Representative and the Escrow Agent;

(4) certificates of the Arizona Corporation Commission or other appropriate official of its jurisdiction of incorporation or formation to the effect that the Company is in good standing (or the equivalent thereof) in such jurisdiction;

(5) an instrument of transfer relating to the transfer of the Company Common Stock to the Buyer in form and substance reasonably satisfactory to the Buyer, duly executed by the Trust;

(6) a properly executed and valid Internal Revenue Service ("IRS") Form W-9 or applicable IRS Form W-8, as appropriate, for each payee of Transaction Expenses and Indebtedness paid in connection with the Closing;

(7) all required consents and notices listed on Schedule 2.02(b)(7), in form and substance reasonably satisfactory to the Buyer, duly executed or delivered by the appropriate parties;

(8) evidence in form and substance reasonably satisfactory to the Buyer that each Affiliate Transaction listed on Schedule 2.02(b)(8) has been terminated in full, without any Liability to the Buyer or any of its Affiliates following the Closing;

(9) a properly executed and valid IRS Form W-9 from the Company and the Trust;

(10) resignations of all of the directors and officers of the Company;

(11) evidence in form and substance reasonably satisfactory to Buyer that the Business Equityholders have obtained a commitment for the Cyber Tail to become effective upon payment;

(12) a copy of all documents in the Data Room as of the Closing on a compact disc, DVD or USB flash drive;

(13) a Separation and Release Agreement, in a form reasonably acceptable to the Buyer, releasing all claims in respect of such service provider's service with the Company, duly executed by each of Julia Devlin and Austin Devlin and, in each case, the Company (the "Release Agreements");

(14) a Transaction Bonus Agreement, duly executed by each Transaction Bonus Recipient and, in each case, the Company, in form and substance reasonably satisfactory to the Buyer, releasing all claims in respect of such Person's service with the Company (the "Transaction Bonus Agreements");

(15) evidence reasonably satisfactory to the Buyer of a resolution of the Board (the form and substance of which shall have been subject to review and approval of the Buyer) that the Cash Balance Plan will be frozen for purposes of participation and benefit accruals and terminated effective no later than June 30, 2023, which resolution is adopted no later than the day immediately preceding the Closing Date and effective as to the freeze and as to the termination as soon as administratively possible pursuant to applicable participant notice requirements under the Law;

(16) evidence reasonably satisfactory to the Buyer of a resolution of the Board (the form and substance of which shall have been subject to review and approval of the Buyer) that any and all Plans intended to include a Code Section 401(k) arrangement (each, a "401(k) Plan") will be terminated effective no later than June 30, 2023, which resolution is effective as of no later than the day immediately preceding the Closing Date;

(17) evidence reasonably satisfactory to Buyer that all Authors shall have executed: (i) an Invention Agreement, as applicable, effective as of such Person's first date of employment or service with the Company, or (ii) an assignment or confirmatory assignment, in each case, in form and substance reasonably acceptable to Buyer, and such agreements shall have been delivered prior to or concurrently with the execution and delivery of this Agreement and each such agreement shall be in full force and effect;

(18) amendments to (i) that certain Marketing Services Agreement, by and between Health1Data LLC ("H1D") and the Company (the "H1D Agreement") and (ii) that certain Marketing Services Agreement, by and between Total Managed Care Services ("TMC") and the Company (the "TMC Agreement" and, such amendments to the H1D and TMC Agreements, the "Amendments"), in each case, in form and substance reasonably satisfactory to the Buyer;

(19) a payoff letter in form and substance acceptable to Buyer extinguishing all obligations of the Company, Buyer or their Affiliates to Synergy Advisors, LLC; and

(20) true and complete copies of the joint resolutions of the Board and the Trust authorizing this Agreement and the consummation of the Contemplated Transactions in their respective capacities as the Board and as the holder of 100% of the issued and outstanding Company Common Stock, certified by an authorized executive officer of the Company.

2.03 Withholding Rights. The Buyer, the Company, the Escrow Agent and each of their respective Affiliates shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as the Buyer, the Company, the Escrow Agent or any such Affiliate, as applicable, determine are required to be deducted and withheld with respect to the making of such payment under the Code, or any provision of state, local or foreign Tax Law. To the extent that such amounts are so withheld, such amounts will be paid over to the appropriate Taxing Authority and will be treated for all purposes of this Agreement as having been paid to those recipients in respect of which such deduction and

withholding was made.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Business Equityholders as follows:

3.01 Status. The Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware.

3.02 Power and Authority. The Buyer has all requisite corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is a party, to perform its obligations hereunder and thereunder and to consummate the Contemplated Transactions. All acts or proceedings required to be taken by the Buyer to authorize the execution and delivery of this Agreement and the performance of the Buyer's obligations hereunder have been properly taken.

3.03 Enforceability. This Agreement has been duly authorized, executed and delivered by the Buyer and, assuming the due and valid authorization, execution and delivery of this Agreement by the other Parties, this Agreement constitutes the legal, valid and binding obligation of the Buyer, enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting or relating to creditors' rights generally and general equitable principles (the "Bankruptcy and Equity Exceptions"). The Buyer has duly authorized, executed and delivered each of the Ancillary Agreements to which it is a party at or prior to the Closing and, assuming the due and valid authorization, execution and delivery of each such Ancillary Agreement to which the Buyer is a party by the other parties thereto, each such Ancillary Agreement to which the Buyer is a party shall constitute the legal, valid and binding obligation of the Buyer, enforceable against it in accordance with its terms, except as enforceability may be limited by the Bankruptcy and Equity Exceptions.

3.04 No Violations; Consents and Approvals. The execution and delivery of this Agreement, and the Ancillary Agreements to which the Buyer is a party, by the Buyer and the consummation by it of the Contemplated Transactions will not: (a) violate any provision of the organizational documents of the Buyer; (b) violate any Law applicable to, binding upon or enforceable against the Buyer; or (c) require the consent or approval of any Governmental Authority.

3.05 Litigation. There are no, and for the past three (3) years there have been no, Actions pending or, to the Knowledge of the Buyer, threatened against Buyer, at Law or in equity, before or by any Governmental Authority or other Person which prohibits or restricts the ability of the Buyer to consummate fully the Contemplated Transactions or comply fully with its obligations under this Agreement and the Ancillary Agreements. The Buyer is not subject to any outstanding Order which prohibits or restricts the ability of the Buyer to consummate fully the Contemplated Transactions.

3.06 No Brokers. The Buyer has not incurred any obligation for any finder's,

broker's or agent's fees or commissions or similar compensation in connection with the Contemplated Transactions for which the Business Equityholders may be liable.

3.07 Independent Investigation; Non-Reliance. Buyer has conducted its own independent investigation, review and analysis of the Company. Buyer acknowledges that it has been provided adequate access to the personnel, properties, assets, processes, books and records and other documents and data of the Company for such purpose. Buyer further acknowledges and agrees that: (a) in making its decision to enter into this Agreement and the Ancillary Agreements and consummate the Contemplated Transactions, Buyer has relied solely upon its own investigation and the express representations and warranties of the Company and Business Equityholders set forth in Article IV of this Agreement (including the related portions of the Company Schedules); and (b) neither the Company, the Business Equityholders, nor any other Person has made any representation or warranty as to the Company, the Business Equityholders, or this Agreement, except as expressly set forth in Article IV of this Agreement (including the related portions of the Company Schedules).

3.08 Investment Intent. Buyer is acquiring the Company Common Stock for its own account, for investment purposes only and not with a view to the distribution (as such term is used in Section 2(11) of the Securities Act) thereof. Buyer understands that the Company Common Stock has not been registered under the Securities Act and cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available. Buyer (either alone or together with its advisors) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Company Common Stock and is capable of bearing the economic risks of such investment. Buyer is an "accredited investor" (as such term is defined in Rule 501 promulgated under the Securities Act).

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND THE BUSINESS EQUITYHOLDERS

Except as set forth in the correspondingly numbered sections of the Schedules delivered to the Buyer concurrently with the execution of this Agreement (the "Company Schedules"), but subject to Section 9.15, the Company and the Business Equityholders, jointly and severally, hereby represent and warrant to the Buyer as follows:

4.01 Entity Status. The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Arizona. The Company has all requisite corporate power and authority to own or lease its properties and assets and to carry on its business as now being conducted. The Company is legally qualified to transact business as a foreign corporation in all jurisdictions where the nature of its properties and the conduct of its business as now conducted require such qualification, except where the failure to be so qualified would not be material to the Company, taken as a whole.

4.02 Power and Authority. Each of the Business Equityholders, the Seller's Representative, and the Company, as applicable, has all power and authority to execute and

deliver this Agreement and the Ancillary Agreements to which it is a party, to perform their obligations hereunder and thereunder and to consummate the Contemplated Transactions. All acts or proceedings required to be taken by the Company and the Business Equityholders to authorize the execution and delivery of this Agreement and the Ancillary Agreements to which each is a party, the performance of the Company's obligations hereunder and thereunder and the Contemplated Transactions have been properly taken. The Trust is the only holder of Capital Stock in the Company entitled to vote on the Contemplated Transactions.

4.03 Enforceability. This Agreement has been duly authorized, executed and delivered by the Business Equityholders, the Seller's Representative and the Company and, assuming the due and valid authorization, execution and delivery of this Agreement by the Buyer, this Agreement constitutes the legal, valid and binding obligation of the Business Equityholders, the Seller's Representative and the Company, enforceable against each party in accordance with its terms, except as enforceability may be limited by the Bankruptcy and Equity Exceptions. Each Business Equityholder, the Seller's Representative, and the Company, as applicable, shall have duly authorized, executed and delivered (or shall have caused the authorization, execution or delivery of) each of the Ancillary Agreements to which it is a party at or prior to the Closing and, assuming the due and valid authorization, execution and delivery of each such Ancillary Agreement to which the Seller's Representative, each Business Equityholder, or the Company, as applicable, is a party by the other parties thereto, each such Ancillary Agreement to which the Seller's Representative, each Business Equityholder, or the Company, as applicable, is a party shall constitute the legal, valid and binding obligation of the Seller's Representative, Business Equityholders, or the Company, as applicable, enforceable against it in accordance with its terms, except as enforceability may be limited by the Bankruptcy and Equity Exceptions.

4.04 Company Capitalization; Equity Ownership. Schedule 4.04 sets forth a true, correct and complete list of the authorized, issued and outstanding Capital Stock of the Company. The Company Common Stock represent all of the issued and outstanding Capital Stock of the Company. The Trust has good and valid title to all of the Company Common Stock, free and clear of all Liens or Restrictions. All of the Capital Stock of the Company (i) has been duly authorized and validly issued and is fully paid and non-assessable (to the extent such concepts apply), and (ii) has been issued in compliance with all applicable Laws, including, payment of any stamp duty or registration fee (to the extent such concepts apply), and agreements and free of any preemptive right or right of first approval (that has not been duly waived prior to the date hereof). The Business Equityholders have supplied the Buyer with a true, correct and complete copy of the organizational documents, each as in effect on the date hereof, of the Company. Upon delivery to the Buyer at the Closing of an instrument of transfer relating to the Company Common Stock, good and valid title of such Company Common Stock will pass to the Buyer, free and clear of any Liens or Restrictions. There are no outstanding or authorized stock options, restricted stock, restricted stock units, stock appreciation, phantom stock, profit participation or similar rights with respect to the Capital Stock of the Company to which the Company is a party or is bound. The Company has no authorized or outstanding bonds, debentures, notes or other Indebtedness the holders of which have the right to vote (or are convertible into, exchangeable for or evidencing the right to subscribe for or acquire securities having the right to vote) with the equity holders of the Company on any matter. There are no Contracts to which the Company is a party or by which it is bound to (i) repurchase, redeem or

otherwise acquire any Capital Stock of, or other equity or voting interest in, the Company, or (ii) vote or dispose of any Capital Stock of the Company. No Person has any right of first offer, right of first refusal or preemptive right in connection with any future offer, sale or issuance of Capital Stock of the Company.

4.05 Subsidiaries. The Company does not have any Subsidiaries. As of the Closing Date, the Company does not, directly or indirectly, own any Capital Stock in or any interest convertible or exchangeable or exercisable for, any Capital Stock, in, any Person. No Person owns any Capital Stock in or any interest convertible or exchange or exercisable for, any Capital Stock in the Company.

4.06 No Violation; Consents and Approvals. The execution and delivery of this Agreement and the Ancillary Agreements to which the Business Equityholders, the Seller's Representative, the Company is a party, as applicable, by the Seller's Representative, the Business Equityholders, the Company and the consummation by each of them of the Contemplated Transactions will not: (a) violate or conflict with any provision of the organizational documents of the Company; (b) violate, breach, conflict with or result in a default under any provision of, or constitute an event that, after notice or lapse of time or both, would result in a breach, violation of or conflict under, any Law or Order applicable to, binding upon or enforceable against the Business Equityholders, the Seller's Representative, the Company or their respective assets or properties; (c) breach, violate, conflict with or result in a default under any provision of, or constitute an event that, after notice or lapse of time or both, would result in a breach or violation of or conflict or default under, or accelerate the performance required, or result in the termination of or give any Person a right of payment under or the right to terminate, amend, modify, abandon or accelerate, or require notice or consent under, any Contract or Permit, or portion thereof, to which the Company is a party or by which any of the Company's assets or properties are bound; (d) result in the creation or imposition of any Lien (other than Permitted Liens), with or without notice or lapse of time or both, upon any of the material property or material assets of the Company; or (e) require the consent, authorization or approval of, the giving of notice to or designation, declaration, registration, qualification or filing with, or other action by or in respect of, any Governmental Authority or other Person, except, with respect to clauses (b), (c), (d) and (e) of this Section 4.06, as would not reasonably be expected to be material to the Company, taken as a whole.

4.07 Financial Statements.

(a) Schedule 4.07(a) contains true, correct and complete copies of each of (i) the Company's internally prepared balance sheet (the "Latest Company Balance Sheet") as of and for February 28, 2023 and the related statements of income for the two-month period then ended (together with the Latest Company Balance Sheet, the "Interim Financial Statements") and (ii) the Company's internally prepared balance sheets (the "Company Balance Sheets") and the related statements of income for the fiscal years ended December 31, 2020, December 31, 2021 and December 31, 2022 (together with the Company Balance Sheets, the "Year-End Financial Statements"). The Year-End Financial Statements and the Interim Financial Statements, collectively, are hereinafter referred to as the "Financial Statements."

(b) The Financial Statements have been prepared in accordance with the Accounting Principles, consistently applied throughout the periods indicated, and present fairly in all material respects the financial condition and results of operations of the Company as of the times and for the periods referred to therein, and, in the case of the Interim Financial Statements, subject to changes resulting from normal non-material year-end adjustments. Except as set forth in the Financial Statements, the Company does not maintain any "off-balance-sheet arrangement" within the meaning of Item 303 of Regulation S-K of the SEC.

(c) The accounting controls of the Company have been and are sufficient to provide commercially reasonable assurances that (i) all transactions are executed in accordance with management's general or specific authorization, and (ii) all transactions are recorded as necessary to permit the accurate preparation of financial statements in accordance with the Accounting Principles and to maintain proper accountability for such items. All financial and accounting records and related information of the Company are true, correct, complete and up to date in all material respects and free from misstatements and omissions. There are no transactions which are not appropriately described or properly recorded in the Financial Statements. The Cash Balance Plan will have enough assets at its liquidation date to settle all required lump sum and annuity payments (if any) along with all applicable fees associated with terminating the Cash Balance Plan.

(d) Schedule 4.07(d) sets forth a true and correct itemization of the consolidated Indebtedness of the Company as of immediately prior to the Closing, including the outstanding principal balance owed to each creditor under such Indebtedness as of such time. Except as set forth on Schedule 4.07(d), the Company does not have any outstanding material Indebtedness as immediately prior to the Closing.

(e) Schedule 4.07(e) sets forth an itemization of the capital expenditure budget of the Company for the fiscal year end December 31, 2023 which includes costs associated with hiring new employees necessary to fill any open positions for employment with the Company. Except as set forth on Schedule 4.07(e), the Company will not have any material capital expenditures for the fiscal year end December 31, 2023.

4.08 Absence of Certain Developments.

(a) Since the date of the Latest Company Balance Sheet through the date hereof, (1) the Company has, in all material respects, conducted its business and operated its properties in the Ordinary Course of Business and (2) neither the Company, nor any of the Business Equityholders, have (directly or indirectly, whether by merger, consolidation or otherwise):

(i) issued, delivered or sold any Capital Stock of the Company;

(ii) amended any term of any Contract concerning Capital Stock of the Company;

(iii) effected any recapitalization, reclassification, stock dividend, stock split, combination or like change with respect to the Company's Capital Stock;

(iv) redeemed, repurchased or otherwise acquired any Capital Stock of the Company;

(v) amended the Company's organizational documents;

(vi) declared, set aside, made or paid any dividend or other distribution (whether in cash, stock or property or any combination thereof) with respect to any of the Capital Stock of the Company;

(vii) incurred any capital expenditures or any Liabilities in respect thereof, other than any capital expenditures that do not exceed twenty thousand dollars ($20,000) individually or in the aggregate, other than in the Ordinary Course of Business;

(viii) acquired any assets, securities, properties, interests or businesses, other than assets, properties or supplies acquired in the Ordinary Course of Business;

(ix) sold, leased or otherwise transferred, or created or incurred any Lien on, any assets, securities, properties or interests of the Company, other than in the Ordinary Course of Business;

(x) acquired, sold, leased, licensed, transferred, assigned, permitted to lapse, pledged, encumbered, granted, abandoned or disposed of any Intellectual Property, or entered into any Contract that is material, or taken any action (or failed to take any necessary action), with respect to any Company Intellectual Property outside the Ordinary Course of Business;

(xi) made any loans, advances or capital contributions to, or investments in, any other Person;

(xii) incurred, created, assumed, guaranteed or otherwise became liable for any Indebtedness, other than trade indebtedness or Indebtedness under an existing credit facility of the Company, in each case, in the Ordinary Course of Business;

(xiii) adopted, established, entered into, amended or terminated or increased the benefits under any Plan or other employee benefit, plan, practice, program, policy or Contract that would be a Plan if in effect on the date of this Agreement, in any case other than as may be required by the terms of such Plan or other plan, practice, program, policy or Contract, as may be required by applicable Law or Order or in order to qualify under Sections 401 and 501 of the Code or Section 409A of the Code;

(xiv) increased the compensation or benefits of any current or former director, manager, officer, employee or consultant of the Company;

(xv) granted or increased any severance, retention, change-of-control or similar payments to any current or former director, manager, officer, employee or consultant of the Company;

(xvi) entered into any Contract that limits or otherwise restricts in any material respect the Company or its Affiliates or any successor thereto or that would, after the Closing, limit or restrict in any material respect the Company, the Buyer or any of their respective Affiliates, from engaging or competing in any line of business, in any location or with any Person;

(xvii) entered into, amended or modified in any material respect or terminated any Material Contract or Real Property Leases other than in the Ordinary Course of Business, or otherwise waived, released or assigned any material rights, claims or benefits thereto of the Company;

(xviii) settled (A) any material Action involving or against the Company or (B) any Action that relates to the Contemplated Transactions;

(xix) (A) adopted, changed or rescinded any of its accounting methods, principles, or policies, (B) made, changed or rescinded any Tax election, (C) changed any Tax accounting period, (D) amended any Tax Returns, (E) filed any claims for Tax refunds, (F) entered into any Tax Sharing Agreement or closing agreement with a Taxing Authority, (G) settled any Tax claim, audit or assessment, (H) surrendered any right to claim a Tax refund, offset or other reduction in Tax Liability, (I) taken any action that would terminate or otherwise revoke the Company's election to be taxed as an S Corporation (the "S-Corporation Election") or (J) failed to act if such failure would cause a termination or revocation of the S-Corporation Election; or

(xx) agreed, committed or offered to do any of the foregoing.

(b) Since the date of the Latest Company Balance Sheet, there has not been any Material Adverse Effect and there has not occurred any change or event, which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

4.09 Litigation. There are no, and for the past three (3) years there have been no, Actions pending or, to the Knowledge of the Company, threatened against any Business Equityholder or the Company, at Law or in equity, before or by any Governmental Authority or other Person. None of the Business Equityholders or the Company is subject to any outstanding Order which relates specifically to any Business Equityholder or the Company or otherwise prohibits or restricts the ability of the any Business Equityholder or the Company to consummate fully the Contemplated Transactions. There are no pending or, to the Knowledge of the Company, threatened Actions before or by any Governmental Authority or other Person against any officer, director, manager, equityholder, agent or employee of any Business Equityholder or the Company in their capacities as such or any other Person with respect to which any Business Equityholder or the Company has or could reasonably be expected to have an indemnification obligation. Neither the Company nor any of its officers, directors, managers, equityholders, agents, or employees is a party to any corporate integrity agreements, monitoring agreements, consent decrees, settlement orders, or similar agreements with or imposed by any Governmental Authority.

4.10 Environmental Matters. Except as would not reasonably be expected to be, individually or in the aggregate, material to the Company, taken as a whole: (a) the Company is and has been in compliance with all Environmental Laws; (b) the Company has not received any written notice of (i) any violation of Environmental Laws, (ii) any Liability arising under Environmental Laws, including any investigatory, remedial or corrective obligation, or (iii) any Liability related to exposure to or the presence of hazardous materials, substances, wastes, pollutants or contaminants; and (c) to the Knowledge of the Company, there are no events or conditions with respect to the Company that are reasonably likely to result in Liability pursuant to Environmental Laws.

4.11 Title to Assets; Real Property.

(b) The Company has good, valid and marketable title to, or a valid and enforceable leasehold interest in (or other valid and enforceable right to use), all of the facilities, machinery, equipment, furniture, leasehold improvements, fixtures, vehicles, structures, related capitalized items and other tangible property or assets that are, individually or in the aggregate, material to the Company (the "Tangible Assets") and assets owned by it or shown to be owned by it on the Interim Financial Statements, free and clear of all Liens, except for Permitted Liens or assets disposed of in the Ordinary Course of Business since the date of the Interim Financial Statements. The Tangible Assets are sufficient for the Buyer to carry on the business of the Company immediately following the Closing in all material respects as presently carried on by the Company and its Affiliates, consistent with the past practice of the Company and such Affiliates with respect to the business of the Company.

(c) Schedule 4.11(b) sets forth a true, correct and complete list of the real property leased, subleased, licensed, used or otherwise occupied by the Company (the "Leased Real Property"). The Business Equityholders have delivered or made available to the Buyer complete and accurate copies or, in the case of oral Contracts, descriptions of each of the Contracts under which the Company leases, subleases, licenses or uses the Leased Real Property together with any amendments, renewals, modifications or guaranties relating thereto (each, a "Real Property Lease" and, collectively, the "Real Property Leases"). The Company has good and valid leasehold title to each Leased Real Property free and clear of all Liens other than Permitted Liens. The Real Property Leases are valid and in full force and effect, subject only to the application of any Bankruptcy and Equity Exceptions. The Leased Real Property constitutes all of the real property used or occupied by the Company in its business. To the Knowledge of the Company, the buildings, structures, fixtures and other improvements on the Leased Real Property are in all material respects in good operating condition and in a state of good and working maintenance and repair, ordinary wear and tear excepted, and are adequate and suitable for the purposes for which they are currently being used or intended to be used.

(d) The Company does not own nor has ever owned any real property.

4.12 Compliance with Laws. The Company is in, and for the past six (6) years has been in, compliance with all Laws and Orders to which the Company is subject, except where the failure to comply, individually or in the aggregate, has not been and would not reasonably be expected to be material to the Company, taken as a whole. None of the Business Equityholders nor the Company has received written notice from any Governmental Authority

that such Person is not in compliance with any applicable Law or Order except for such non-compliance as, individually or in the aggregate, has not been and would not reasonably be expected to be material to the Company, taken as a whole. None of the Business Equityholders nor the Company, nor, to the Knowledge of the Company, any other Person acting on their behalf has conducted or initiated any internal investigation or made a disclosure (voluntarily or otherwise) to any Governmental Authority with respect to any alleged act or omission arising under or related to any noncompliance with any Law; nor has any Business Equityholder, the Company, nor, to the Knowledge of the Company, any other Person acting on their behalf received any written notice, request or citation for any actual or potential noncompliance with any Laws, nor, to the Knowledge of the Company, do they have any reasonable basis to believe such noncompliance may have occurred.

4.13 Labor and Employment Matters.

(a) The Business Equityholders have made available to the Buyer a true and correct list of all employees of the Company as of the date of this Agreement, indicating for each their name, title, date of hire, location of employment, base salary or hourly rate, incentive compensation eligibility and target amounts, and a designation of whether they are classified as exempt or non-exempt (within the meaning of the Fair Labor Standards Act of 1938 and applicable state and local wage and hour Laws). All such employees are employed at-will and their employment may be terminated without advance notice or payment of severance or similar Liability. No current employee of the Company has announced to the Company their intention to terminate such employee's employment with the Company. The Company is, and for the past six (6) years has been, in compliance in all material respects with all Laws relating to labor, employment and employment practices, including all Laws relating to wages, hours, collective bargaining, employment discrimination, civil rights, safety and health, workers' compensation, pay equity, gratuity, leave encashment, classification of employees, verification of immigration status, and the collection and payment of withholding and social security Taxes. There are no Actions pending or, to the Knowledge of the Company threatened, by or against the Company relating to any such labor and employment Laws and/or involving any Governmental Authority or any of its current or former directors, employees or independent contractors.

(b) All individuals who perform or have performed services for the Company have been properly classified under applicable Law (i) as employees or independent contractors and (ii) for employees, as an "exempt" employee or a "non-exempt" employee, and the Company has never received written notice of any pending or threatened inquiry or audit from any Governmental Authority concerning any such classifications. All the employees of the Company are covered under insurance policies providing coverage with respect to workers' compensation and benefits obtained by the Company and such policies are valid and existing. The Company has never taken any actions that require advance notice or incurred any Liability or obligation under the Worker Adjustment and Retraining Notification Act and the regulations promulgated thereunder or any similar state, local or foreign Law (the "WARN Act").

(c) The Company is not a party to any collective bargaining agreement or other labor union contract applicable to its employees. To the Knowledge of the Company, there are no activities or proceedings of any labor union to organize any such employees. There is no unfair labor practice charge or complaint or representation claim or petition pending before

any applicable Governmental Authority relating to the Company or any employee thereof, nor has the Company received written notice from any Governmental Authority responsible for the enforcement of labor or employment Laws of an intention to conduct an investigation of the Company and no such investigation is in progress. There is no labor strike, material slowdown or material work stoppage or lockout pending or, to the Knowledge of the Company, threatened against or affecting the Company, and the Company has not experienced any strike, material slowdown or material work stoppage, lockout or other collective labor action by or with respect to its employees.

4.14 Employee Benefit Plans.

(a) Except as listed on Schedule 4.14(a), the Company does not maintain or contribute to, is required to maintain or contribute to, or has any Liability with respect to, any (i) "pension plans" (as defined under Section 3(2) of ERISA) (the "Pension Plans"), (ii) "welfare plans" (as defined under Section 3(1) of ERISA) (the "Welfare Plans"), or (iii) other employee benefit plans, programs, policies, contracts or arrangements, including any retirement, deferred compensation, profit sharing, bonus, incentive, equity-based, employment, consulting, severance, stock or stock related awards, termination pay, performance award, change of control, retention and material fringe benefit plan, program, policy, contract or other arrangement, in each case, whether written or unwritten (the "Other Plans"). The Pension Plans, the Welfare Plans and the Other Plans are collectively referred to as the "Plans."

(b) Each of the Pension Plans that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter, opinion or advisory letter from the Internal Revenue Service and, to the Knowledge of the Company, nothing has occurred that would adversely affect the qualified status of such Pension Plan.

(c) With respect to the Plans, all required contributions and premium payments have been made or properly accrued and no individual providing services to the Company has been improperly excluded from participation in any Plan.

(d) The Business Equityholders have made available to the Buyer true, current and complete copies of, to the extent applicable: (i) the most recent determination letter or opinion letter received from the IRS regarding the Pension Plans; (ii) the latest financial statements for the Plans; (iii) each Plan, including all amendments thereto, and in the case of an unwritten Plan, a written description thereof; (iv) any related trust agreement or other funding instrument; (v) the most recently filed annual reports (Form 5500 and all schedules thereto); and (vi) the most recent summary plan description.

(e) Neither the Company nor any Person treated as a single employer with the Company under Section 414 of the Code (each, an "ERISA Affiliate") currently maintains or has ever maintained, and neither the Company nor any ERISA Affiliate is required currently or has ever been required to contribute to or otherwise participate in, or has any Liability with respect to, any defined benefit pension plan (as defined in Section 3(35) of ERISA) or any plan, program or arrangement subject to Title IV of ERISA or Section 412 of the Code. Neither the Company nor any ERISA Affiliate participates currently or has ever participated in, or is required currently to contribute to or has ever been required to contribute to

or has any Liability with respect to, any Multiemployer Plan (as defined in Section 4001(a)(3) of ERISA).

(f) To the Knowledge of the Company, each Plan (and each related trust, insurance contract or fund) has been established and administered in all material respects with the terms of such Plan and the applicable requirements of ERISA, the Code and other Laws applicable to the Plans (including the Patient Protection and Affordable Care Act). To the Knowledge of the Company, each Plan that is a "nonqualified deferred compensation plan" (as defined in Section 409A(d)(1) of the Code) and any award thereunder, in each case that is subject to Section 409A of the Code, is in compliance in form and operation with Section 409A of the Code.

(g) All required reports and descriptions (including Form 5500 annual reports, summary annual reports and summary plan descriptions) have been filed or distributed in compliance in all material respects with the applicable requirements of applicable Laws with respect to each Plan.

(h) To the Knowledge of the Company, there have been no prohibited transactions (as defined in Section 4975 of the Code or Section 406 of ERISA) with respect to any Plan. No Action or investigation with respect to the administration or the investment of the assets of any Plan (other than routine claims for benefits) is pending or, to the Knowledge of the Company, threatened.

(i) No Plan, other than a Pension Plan, the Transaction Bonus Agreements, the severance payments to Julia A. Devlin and Austin Devlin under the Release Agreement, provides benefits, including death or medical benefits, beyond termination of service or retirement other than coverage mandated by Law. Neither the Company nor any ERISA Affiliate has any Liability or obligation (whether through a written or oral representation or otherwise) to provide any such benefits to any current or former employee (or dependents thereof) of the Company.

(j) Except for the Transaction Bonus Agreements and the severance payments to Julia A. Devlin and Austin Devlin under the Release Agreements, neither the execution and delivery of this Agreement nor the consummation of the Contemplated Transactions could (either alone or in combination with another event): (i) trigger the obligation to provide severance pay or any increase in severance pay upon any termination of employment by any Party after the date of this Agreement; (ii) cause any payment, compensation, or benefit to become due, or increase the amount of any payment, compensation, or benefit due, to any current or former employee of the Company; (iii) accelerate the time of payment or vesting or result in or require any funding (through a grantor trust or otherwise) of compensation or benefits; (iv) give rise to any material obligation pursuant to any of the Plans; (v) result in any limitation or restriction on the right of the Company to merge, amend, or terminate any of the Plans; (vi) resulting in any funding (through a grantor trust or otherwise) of any compensation or benefit; or (vii) give rise to the payment of any amount that could, individually or in combination with any other such payment, constitute an "excess parachute payment," as defined in Section 280G(b)(1).

(k) With respect to any Plan that is subject to Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, none of the following has occurred or existed, nor will any of the following occur or exist as a result of the transactions contemplated by this Agreement: (i) a failure to make on a timely basis any contribution (including, without limitation, any installment) required under Section 302 or 303 of ERISA or Section 412 of the Code; (ii) the filing of an application for a waiver described in Section 412(c) of the Code and Section 303 of ERISA; (iii) a "reportable event" within the meaning of ERISA Section 4043, for which the notice requirement is not waived by the regulations thereunder; (iv) an event or condition which presents a material risk of a plan termination or any other event that may cause the Company or any ERISA Affiliate to incur liability or have a lien imposed on its assets under Title IV of ERISA; or (v) "unfunded benefit liabilities" within the meaning of ERISA Section 4001(a)(18). The actuarial present value of the accumulated plan benefits (whether or not vested) under the Cash Balance Plan as of the last day of its most recent plan year did not exceed the market value of the assets allocable thereto, and, since such date, there has been no material adverse change in the financial condition of the Cash Balance Plan. Any fees or additional costs to terminate the Cash Balance Plan that are not covered by the assets of the Cash Balance Plan will be paid by the Company.

4.15 Tax Matters.

(a) Except for the Company's 2022 U.S. federal and state income Tax Returns, which have been extended until September 15, 2023 in compliance with applicable Law, all Tax Returns required to be filed by or with respect to the Company have been timely filed with the appropriate Taxing Authority, and all such Tax Returns are true, correct and complete in all material respects and have been prepared in compliance with applicable Law.

(b) The Company and the Business Equityholders have given or otherwise made available to the Buyer true, correct and complete copies of all Tax Returns, examination reports and statements of deficiencies (including, in each case, any amendments thereto) of or with respect to the Company for taxable periods for which the applicable statutory periods of limitations have not expired.

(c) All Taxes due and owing by or with respect to the Company have been fully and timely paid to the appropriate Taxing Authority.

(d) All Taxes that the Company is obligated to withhold from amounts owing to any employee, stockholder, creditor or other Person have been fully withheld and timely paid or remitted to the appropriate Taxing Authority. The Company has complied in all material respects with all Tax information reporting provisions of all applicable Laws.

(e) The Company is not currently and has never been the subject of any audit or other examination of Taxes by any Taxing Authority (including regarding the status of the Company as an "S corporation" within the meaning of Section 1361 and 1362 of the Code or any similar provision of state, local or foreign Tax Law (an "S Corporation")), and no such audit or other examination is pending or, to the Knowledge of the Company, contemplated or threatened as of the date hereof. No Taxing Authority has given written notice of any intention

to assert any deficiency or claim for additional Taxes against the Company. All deficiencies for Taxes asserted or assessed against the Company have been fully and timely paid and settled.

(f) The Company is not and has never been a party to, nor has any obligation under, any Tax Sharing Agreement. The Company is not liable for the Taxes of any other Person as a transferee or successor, by Contract or otherwise.

(g) There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, Taxes due from the Company for any taxable period and no request for any such waiver or extension is currently pending.

(h) No written claim has been made by any Taxing Authority in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to Taxation by that jurisdiction.

(i) The Company has not executed or entered into a closing agreement pursuant to Section 7121 of the Code or any similar provision of state, local or foreign Tax Law, and the Company is not subject to any private letter ruling of the IRS or comparable ruling of any other Taxing Authority.

(j) The Company has not participated in, nor has any Liability or obligation with respect to, any "reportable transaction" within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulation Section 1.6011-4(b) (or any similar provision of state, local or foreign Tax Law).

(k) There are no Liens for Taxes upon the assets or properties of any Company, except for statutory Liens for Taxes not yet due and payable.

(l) Neither the Company, nor the Buyer as a result of the Buyer's acquisition of the Company, will be required to include any item of income or gain in, or exclude any item of deduction or loss or other Tax benefit from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting or use of an improper method of accounting for a taxable period ending on or prior to the Closing Date or as a result of the Contemplated Transactions, (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax Law) executed on or prior to the Closing Date, (iii) intercompany transaction between the Company, on the one hand, and Business Equityholders or any Affiliate of the Business Equityholders, on the other hand, occurring on or prior to the Closing Date, (iv) installment sale or open transaction disposition made on or prior to the Closing Date, or (v) prepaid amount or deferred revenue received on or prior to the Closing Date.

(m) Except for the powers of attorney granted to Paylocity, no power of attorney has been granted by the Business Equityholders or the Company with respect to any matter relating to Taxes of the Company, which power of attorney is currently in force.

(n) The Company has been at all times since August 14, 1995, a validly electing S Corporation. The Company has not in the past five (5) years acquired assets

from another corporation in a transaction in which the Company's Tax basis for the acquired assets was determined, in whole or in part, by reference to the Tax basis of the acquired assets (or any other property) in the hands of the transferor. The Company has not incurred any corporate level Tax event under Section 1374 (or any corresponding or similar provision of state or local Law) or any type or form of voluntary, involuntary or inadvertent termination of its S Corporation status. The Company will not be obligated to pay any Tax under Section 1374 of the Code (or any corresponding or similar provision of state or local Law) in connection with the Contemplated Transactions.

(o) There are no pending requests for rulings from any Taxing Authority with respect to the Company.

(p) The Company has not (i) elected to defer the payment of any "applicable employment taxes" (as defined in Section 2302(d)(1) of the CARES Act) pursuant to Section 2302 of the CARES Act or (ii) claimed any "employee retention credit" pursuant to Section 2301 of the CARES Act.

(q) The Company has not been either a "*distributing corporation*" or a "*controlled corporation*" in a distribution of stock intended to qualify for Tax free treatment under Section 355 of the Code.

(r) The Company has not been, during the applicable period provided in Section 897(c)(1)(A)(ii) of the Code, a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code.

4.16 Insurance. Schedule 4.16 sets forth a true, correct and complete list of each insurance policy maintained by or for the benefit of the Company including the name of the insurer and policy number (the "Insurance Policies"). The Insurance Policies are valid, binding and in full force and effect, all premiums due thereon have been paid, and neither the Company nor any other Person is in material breach or material default thereunder. There are no pending Actions against the Insurance Policies with respect to the Company as to which the insurers have denied or disputed (in writing) coverage. During the past three (3) years, no policy limits for any of the Insurance Policies has been exhausted or materially reduced. The Company and the Business Equityholders have made available to the Buyer true, correct and complete copies of all loss-runs under the Insurance Policies for the past three (3) years. The Contemplated Transactions will not result in any cancellation, loss of coverage, or other modification of, the Insurance Policies.

4.17 Licenses and Permits. The Company possesses and has possessed for the past five (5) years, all licenses, clearances, approvals, permits, certificates, consents, registrations and authorizations of Governmental Authorities (collectively, the "Permits") necessary to permit the Company to own, operate, use and maintain their assets in the manner in which they are presently owned, operated, used and maintained and to conduct its business and operations as currently conducted, in each case, other than such Permits that are not material to its business and operations as currently conducted as of the date hereof (collectively, the "Company Permits"). Each of the Company Permits are valid and in full force and effect as of the date hereof, and there are no Actions pending or, to the Knowledge of the Company, threatened that

would reasonably be expected to result in the termination, revocation, suspension, restriction or cancellation of any Company Permit or the imposition of any fine, penalty, sanction or other Loss for violation of any applicable Law or Order relating to any Company Permit. Schedule 4.17 sets forth a true, complete and correct list of the Company Permits.

4.18 Affiliate Transactions. The Company and the Business Equityholders are not and no current or former officer, director, equityholder or Affiliate of the Business Equityholders or the Company, or any individual in such officer's, director's, equityholders' or Affiliate's family, as applicable, or their Affiliates (each a "Related Party") is a party to or beneficiary of any Contract with the Company or has any material interest in any property used by the Company (each, an "Affiliate Transaction"). No Related Party is indebted to the Company, nor is the Company indebted or committed to make loans or extend or guarantee credit to any Related Party.

4.19 Material Contracts.

(a) Schedule 4.19(a) sets forth a true, correct and complete list of all current or active Contracts, including all amendments and supplements thereto, to which the Company is a party or by which the Company or its assets or properties is bound, meeting any of the descriptions set forth below (collectively, whether or not scheduled, referred to herein as the "Material Contracts"):

(i) all Contracts or groups of related Contracts with the same party for the purchase of products or services, under which the Company purchased or was required to purchase twenty thousand dollars ($20,000) or more of products or services during the twelve (12) months ended December 31, 2022;

(ii) all Contracts or groups of related Contracts with the same party for the purchase of products or services, under which the Company expects to purchase twenty thousand dollars ($20,000) or more of products or services during the twelve (12) months ending December 31, 2023;

(iii) all Contracts or groups of related Contracts with the same party that involved individual or aggregate payments or consideration of more than twenty thousand dollars ($20,000) during the twelve (12) months ended December 31, 2022 for products and services furnished by the Company;

(iv) all Contracts or groups of related Contracts with the same party under which the Company expects to receive individual or aggregate payments of more than twenty thousand dollars ($20,000) during the twelve (12) months ending December 31, 2023 for products and services furnished by the Company;

(v) all Contracts primarily relating to the title to, or ownership, lease, use, sale, exchange or transfer of, any leasehold or other interest in any Tangible Assets;

(vi) all Contracts under which the Company would incur any change-in-control payment or similar compensation obligations to its employees by reason of this Agreement, any Ancillary Agreement or the Contemplated Transactions;

(vii) all Government Contracts;

(viii) all teaming, joint venture, limited liability or partnership Contracts;

(ix) all Contracts with respect to any Affiliate Transactions;

(x) all Contracts which limit or restriction the operations of the Company or its business in any material respect, including any Contracts that (A) purport to limit or restrict the ability of the Company to enter into or engage in any market, to compete with any Person, in any geography, or any line of business, (B) provides for "most favored nations" or similar preferential pricing or terms, (C) establishes an exclusive sale or purchase obligation with respect to any product or any geographic location, includes any single source, or sole source requirement, or otherwise grants any exclusive rights of any kind to any other Person, or (D) that grants any right of refusal, right of first offer, or similar preferential rights;

(xi) all Contracts for the sale, transfer or acquisition of any of the assets, Capital Stock or businesses of the Company or for the grant to any Person of any preferential rights to purchase any of the assets, Capital Stock or businesses of the Company, in each case under which there are material outstanding obligations;

(xii) all Contracts for capital expenditures involving payments of more than twenty thousand dollars ($20,000), individually or in the aggregate, in each case under which there are outstanding obligations;

(xiii) all Contracts entered into in the past three (3) years involving any resolution or settlement of any actual or threatened Action or which imposes material continuing obligations on the Company;

(xiv) all Contracts under which the Company has continuing material indemnification obligations to any Person, other than those entered into in the Ordinary Course of Business;

(xv) all Contracts with any labor union or association relating to any current or former employee of the Company;

(xvi) all Contracts with any Material Supplier;

(xvii) all Contracts with any Material Customer;

(xviii) all employment Contracts and any Contracts with employees containing severance, retention payment, change of control payments, or similar compensation and benefits;

(xix) all Contracts or arrangements providing service providers or employees of the Company with equity interests or equity-based compensation from the Company (including profits interests, carry arrangements, profit-sharing and phantom equity arrangements);

(xx) all Contracts pursuant to which the Company is granted a license or other rights to the Intellectual Property of any other Person (other than off-the-shelf commercially available computer software licensed to the Company on standard terms for less than $5,000 per year and which is not incorporated with any Company Product);

(xxi) all Contracts pursuant to which any Person is granted a license or other rights to the Owned Intellectual Property or Company Products;

(xxii) all Contracts related to the items required to be set forth in Schedule 4.20(a);

(xxiii) any Contract under which the Company has made advances or loans to any other Person (other than trade credit in the Ordinary Course of Business);

(xxiv) all Contracts (or group of related Contracts) under which the Company has created, incurred, assumed, or guaranteed any Indebtedness or suffered any Lien (other than Permitted Liens);

(xxv) all Contracts under which the Company may incur or become subject to any commission, referral, finder's, broker's, or agent's fees, payments, compensation, expenses, or any similar obligation; and

(xxvi) any Contract that addresses the provisions for business associate agreements required by HIPAA.

(b) The Company and the Business Equityholders have made available to the Buyer true, correct and complete copies of all Material Contracts. Each Material Contract is a valid and binding obligation of the Company, is in full force and effect and is enforceable against the Company and, to the Knowledge of the Company, against the other parties thereto (except, in each case, as enforceability may be limited by the Bankruptcy and Equity Exceptions). Neither the Company nor to the Knowledge of the Company, any other party thereto, is in material breach, violation of or default under any Material Contract. No event has occurred that, with notice or lapse of time or both, would constitute such a material breach or violation or default by the Company under any Material Contract or, to the Knowledge of the Company, the other parties thereto.

4.20 Intellectual Property.

(a) Schedule 4.20(a) sets forth a true, correct and complete list of (A) all Owned Intellectual Property that are (i) issued Patents and pending Patent applications, (ii) Trademark registrations and applications, (iii) Copyright registrations, and (iv) Domain Name registrations (collectively, the "Registered Intellectual Property"), (B) all material unregistered Owned Intellectual Property, and (C) all actions that are required to be taken by the Company within 120 days following the Closing Date in order to maintain or otherwise avoid prejudice to, impairment or abandonment of the Registered Intellectual Property. All of the Registered Intellectual Property set forth on Schedule 4.20(a) is valid and enforceable, in full force and effect and has not expired or been cancelled, abandoned or otherwise terminated, and payment of

all renewal and maintenance fees and expenses in respect thereof, and all filings related thereto, have been timely made prior to the applicable deadlines.

(b) Schedule 4.20(b) lists all Company Products and their release dates or anticipated release dates.

(c) (i) The Company is the sole and exclusive owner of all right, title and interest in and to the Owned Intellectual Property free and clear of all Liens, (other than Permitted Liens), (ii) the Company has valid and enforceable rights in and to all of the Company Intellectual Property, and (iii) no Action is pending, or to the Knowledge of the Company, is threatened, which challenges the validity, enforceability, registration, ownership or continued use of any of Owned Intellectual Property. The Company has taken all commercially reasonable actions to maintain and protect each item of Company Intellectual Property.

(d) The conduct of the business of the Company, including the use and other exploitation of the Company Intellectual Property, Company Products, and Company Software, has not, does not, and will not (when conducted in substantially the same manner following the Closing) infringe, misappropriate, or otherwise violate any Intellectual Property Right or other proprietary rights of any other Person. There has been and there is no Action pending or, to the Knowledge of the Company, threatened alleging any such infringement, misappropriation, or violation or challenging the Company's rights in or to any Company Intellectual Property, nor has the Company received any communications alleging any of the foregoing, and, to the Knowledge of the Company, there is no existing fact or circumstance that would be reasonably expected to give rise to any such Action or communications.

(e) To the Knowledge of the Company, no Person is infringing, misappropriating, or otherwise violating any Owned Intellectual Property or any rights of the Company in any Company Intellectual Property. The Company has not instituted any Actions or sent any communications alleging any of the foregoing.

(f) To the Knowledge of the Company, the Company Intellectual Property and Company Software is sufficient for the Buyer to carry on the business of the Company from and after the Closing Date in all material respects as presently carried on by the Company and its Affiliates, consistent with the past practice of the Company and its Affiliates with respect to the business of the Company.

(g) At no time during the conception of or reduction to practice of any of the Owned Intellectual Property was the Company or any Author (i) operating under any grants from any Governmental Authority or agency, university or research institute, (ii) performing research sponsored by any Governmental Authority or agency, university or research institute, (iii) subject to any employment agreement or invention assignment or nondisclosure agreement or other obligation with any third party that could adversely affect the Company's rights in, or give any such third party rights in or to, such Owned Intellectual Property, or (iv) using the facilities of any Governmental Authority or agency, university, or research institute. No Governmental Authority or agency, university, or research institute has any rights in or to any Owned Intellectual Property.

(h) To the Knowledge of the Company, all of the Company Software and IT Assets (i) perform in material conformance with their documentation, and are free of any bugs and defects that would have a Material Adverse Effect on their performance or functionality, (ii) provide the operations of the Company, including the Company Products, with sufficient redundancy and speed to meet industry standards relating to high availability and the Company has no reason to believe that the IT Assets will not operate or will not continue to be accessible to end users on a high availability basis after the Closing Date, (iii) do not contain any virus, Software routine or hardware component designed to permit unauthorized access or to disable or otherwise harm any computer, systems or Software, or any Software routine designed to disable a computer program automatically with the passage of time, and (iv) during the past twenty-four (24) months, have not experienced any material failures, breakdowns, Software defects or other adverse events that have caused material disruption or interruption to the business or operations of the Company. To the Knowledge of the Company, no Person has gained unauthorized access to the Company Software or IT Assets.

(i) The Company Products do not combine with, link with, or use any Open Source Materials.

(j) The Company has never used, modified or distributed any Open Source Materials in a manner that: (A) requires or required: (i) Company to grant to any third party any license, right or immunity under any Owned Intellectual Property or refrain from asserting any Patent rights, (ii) the disclosure or distribution of source code for any Company Software, or (iii) the licensing of any rights to make derivative works with respect to any Technology embodying any Owned Intellectual Property, or (B) imposed or imposes any restrictions on the consideration to be charged for any Company Product or other material restriction with respect to any Company Product or Owned Intellectual Property. The Company has not distributed any Software pursuant to an Open Source License or contributed to any open-source project. The Company is in compliance with the terms and conditions of all licenses for the Open Source Materials.

(k) The Company does not use any third party Generative AI Tools. The Company has not used Generative AI Tools in its business, including in the development of any Company Products, to generate any Technology which the Company intended to maintain as proprietary, or which is otherwise material to the Company, and has not included any confidential or proprietary information of the Company in any prompts or inputs into any Generative AI Tools.

(l) The Company has possession of or access to the source code for each version of Company Software for the past three (3) years, as well as all documentation related thereto, sufficient to enable a Software developer of reasonable skill to understand, debug, repair, revise, modify, enhance, compile, support and otherwise utilize such Software without reference to other sources of information. No Person other than the Company enjoys or has possession of or access to the source code of any Company Software or will be entitled to obtain possession thereof or access thereto as a result of the execution of this Agreement or the consummation of the Contemplated Transactions. The Company has never disclosed, delivered or licensed to any Person any source code for any Company Software, agreed or obligated itself to disclose, deliver or license to any Person any source code for any Company Software, or

permitted the disclosure or delivery of any source code for any Company Software to any escrow agent or other Person, other than disclosures to employees involved in the development of Company Products.

(m) Neither of the execution and performance of this Agreement, nor the consummation of the Contemplated Transactions will, with or without notice or lapse of time, result in or give any other Person the right or option to cause or declare: (i) a loss of or a Lien on any Owned Intellectual Property or any Company Product, (ii) any grant, assignment, or transfer to any third Person of any license, right, or interest in, to, under, or with respect to any Owned Intellectual Property, any Company Products, or any Intellectual Property of Buyer or any of its Affiliates that would not have been granted in the absence of this Agreement or the Contemplated Transactions, (iii) Buyer or any of its Affiliates, being bound by or subject to, any exclusivity obligations, non-compete or other restriction on the operation or scope of their respective businesses or any most-favored-nations obligations, (iv) Buyer or any of its Affiliates being obligated to pay any royalties or other material amounts to any third party in excess of those payable by any of them, respectively, in the absence of this Agreement or the Contemplated Transactions, or (v) any termination or loss of, or other material impact to, any Owned Intellectual Property.

(n) Each present or past employee, officer, consultant or any other Person who developed any Owned Intellectual Property or Company Software (each, an "Author") has executed a valid and enforceable Contract with the Company that (i) conveys to the Company any and all right, title and interest in and to all Intellectual Property developed by such Person in connection with such Person's employment or engagement by the Company, and (ii) obligates such Person to keep any confidential documents and information concerning the Company, including Trade Secrets and other proprietary or confidential processes, formulas, methodologies and technology, confidential both during and after the term of employment or Contract (each, an "Invention Agreement"). No Persons other than employees of the Company have contributed to the development of any Owned Intellectual Property or Company Software. No Author (A) retained any rights, licenses, claims or interest, with respect to any Intellectual Property developed by such Author for the Company, (B) excluded any Intellectual Property from such employee's assignment, or (C) made or has any claim of ownership with respect to, or other interest in or to, any Owned Intellectual Property.

(o) To the Knowledge of the Company, there has been no breach of any third party's obligations to the Company under any Contract relating to any confidential or non-public information of the Company (including trade secrets) or provided by any third party to the Company (collectively, "Confidential Information"). To the Knowledge of the Company, the Company has not experienced any breach of security or other unauthorized access by third parties to the Confidential Information, including Personal Data in the Company's possession, custody or control.

(p) The Company has a privacy policy (the "Privacy Policy") regarding the collection, disclosure and use of Personal Data in connection with the operation of the business of the Company and is and in the past year has been in compliance in all material respects with such Privacy Policy. True, correct and complete copies of all Privacy Policies that have been used by the Company in the past five years have been provided to the Buyer prior to

the date hereof. In connection with its collection, storage, transfer (including any transfer across national borders), protection or use of any Personal Data, the Company are and have been in compliance in all material respects with all applicable Laws in all relevant jurisdictions, the Company's Privacy Policies, and the requirements of any Contract or codes of conduct to which the Company is a party or otherwise subject. The execution, delivery and performance of this Agreement and the consummation of Contemplated Transactions do not materially violate any applicable Laws or the Privacy Policy as it currently exists and, upon Closing, the Buyer will continue to have the right to use such Personal Data on identical terms and conditions as the Company enjoyed immediately prior to the Closing. No Action (including by any Governmental Authority) is pending or, to the Knowledge of the Company, threatened against the Company relating to the collection or use of Personal Data or the security practices of the Company. The Company has commercially reasonable physical, technical, organizational and administrative security measures and policies in place to protect the integrity and security of the IT Assets and to prevent unauthorized access, use, modification or disclosure of all Personal Data and confidential data collected, received and stored by them or on their behalf. The Company complies in all material respects with all applicable Laws with regards to the collection, security, transmission, storage and destruction of such information as well as data loss, theft and breach of security notification obligations. To the Knowledge of the Company, there has been no material unauthorized access, use, intrusion or breach of security or failure, breakdown, performance reduction or other adverse event affecting any of the IT Assets, that has caused or could reasonably be expected to cause any: (i) substantial disruption of or interruption in or to the use of the IT Assets or the conduct of the business of the Company; (ii) loss or destruction of or damage or harm to the Company or its operations, personnel, property, or other assets; (iii) loss, damage or unauthorized access, disclosure, use or breach of security of any Personal Data in the Company's possession, custody or control or otherwise held or processed on its behalf; or (iv) liability of any kind to the Company.

(q) The Company maintains commercially reasonable backup and data recovery, disaster recovery and business continuity plans, procedures and facilities, and acts in material compliance therewith, and such plans and procedures have been proven effective in all material respects upon such testing.

4.21 Customers and Suppliers. (a) The Company has not been notified by any of its current ten (10) largest customers (the "Material Customers") or its ten (10) largest suppliers (the "Material Suppliers"), taken as a whole (determined based on sales to, or purchases from, such customers and suppliers, as applicable, for the twelve (12) months ended December 31, 2022), that such Material Customer or Material Supplier intends to terminate its relationship with the Company, (b) no Material Customer or Material Supplier has threatened to cancel or otherwise terminate its relationship with the Company, and (c) no Material Customer of Material Supplier has materially modified or decreased materially or threatened to materially modify or decrease materially or limit materially or, to the Knowledge of the Company, intends to materially and adversely modify its relationship with or the terms on which it does business with the Company or intends to decrease materially its purchases from, or services or supplies to, the Company. Schedule 4.21 sets forth a true, correct and complete list of each Material Customer and Material Supplier. To the Knowledge of the Company, none of the execution, delivery or performance of this Agreement or any Ancillary Agreement will adversely affect the relationship of the Company with any Material Customer or Material Supplier.

4.22 Health Regulatory Matters.

(a) The Company is, and at all times has been, in compliance in all material respects with all applicable Healthcare Laws. Neither the Company nor any of its officers, directors, or to the Knowledge of the Company, employees or any independent contractors has been: (i) debarred, suspended, or excluded from participation under any state or federal health care program or any third-party payor program; (ii) been the subject of any corporate integrity agreement, deferred prosecution agreement, monitoring agreement, consent decree, settlement order, or similar agreement with or imposed by any Governmental Authority, or other such material remedial measures with respect to applicable any Law pertaining to any health care matters, including those related to health care fraud and abuse; or (iii) committed a violation of any applicable Healthcare Laws.

(b) The Company has not received any written notice or other communication from any Governmental Authority or other Person regarding any actual or possible violation of, or failure to comply with, any Healthcare Law. Furthermore, the Company is not subject to any ongoing dispute, investigation, audit, or corrective action plan with any Governmental Authority or customer.

(c) The Company is, and has at all times has been, in compliance in all material respects with HIPAA. Notwithstanding the generality of the foregoing, the Company: (i) has designated a privacy official and a security official who is responsible for the development and implementation of the Company's privacy and security compliance infrastructure; (ii) has entered into, and complies with the terms of, "business associate contracts" with each of its customers and subcontractors when required by HIPAA; (iii) has ensured that all of its workforce has received training with respect to and to the extent required for compliance with HIPAA; (iv) has adopted, and has been in material compliance with, privacy and security compliance policies and procedures in compliance with HIPAA; and (v) has completed regular security risk analyses in material compliance with HIPAA and has addressed and remediated all material threats and deficiencies that have been identified.

(d) The Company does not de-identify or aggregate "protected health information," as such term is defined by HIPAA.

(e) The Company has not reported any breach of, or other security incident involving, individually identifiable health information to the Office for Civil Rights of the U.S. Department of Health and Human Services or other Person, and to the Knowledge of the Company, no event has occurred that requires the Company to provide any such notification. The Company has not received any written notice or other communication from any Governmental Authority or other Person regarding any actual or possible violation of, or failure to comply with HIPAA.

4.23 No Brokers. Except for Synergy Advisors, LLC, neither the Business Equityholders nor the Company has incurred any obligation for any finder's, broker's or agent's fees or commissions or similar compensation in connection with the Contemplated Transactions.

4.24 Undisclosed Liabilities. The Company has no Liabilities in accordance

with the Accounting Principles, except for (a) Liabilities reflected in the Financial Statements, (b) Liabilities which have arisen after the date of the Latest Company Balance Sheet in the Ordinary Course of Business, none of which results from or arises out of any breach of contract, breach of warranty, tort, infringement or violation of Law or Order and that are not, and would not reasonably be expected to be, material to the Company taken as a whole, or (c) as set forth on Schedule 4.24.

4.25 Operating Expenses. Schedule 4.25 sets forth (A) the operating expenses of the Company as reasonably estimated for the thirty (30) day period following the Closing Date, (B) the operating expenses of the Company from the first quarter of 2023, and (C) all unpaid vendor invoices and corresponding amounts outstanding as of immediately prior to the Closing Date, in each case, which expenses arose from bona fide transactions in the Ordinary Course of Business.

4.26 Accounts Receivable. All accounts receivable reflected in the Interim Financial Statements and all accounts receivable of the Company accrued since the date of the Latest Company Balance Sheet (the "Receivables") resulted from the bona fide sale of inventory or services by the Company or represent other bona fide obligations in favor of the Company in the Ordinary Course of Business. The Receivables in the aggregate are not subject to any pending or threatened defense, counterclaim, right of offset, returns, allowances or credits, except for contractual allowances, refund obligations and early payment discounts in the Ordinary Course of Business. The Receivables have been valued in accordance with the Accounting Principles, consistently applied.

4.27 Exclusivity of Representations. Except as expressly set forth in Article IV (including the related portions of the Company Schedules), neither the Company, the Business Equityholders, nor any of their Affiliates or any director, manager, officer, employee, agent or representative of any of the foregoing has made or is making any representation or warranty whatsoever, express or implied, (a) with respect to the Company or (b) as to the accuracy or completeness of any information regarding the Company furnished or made available to the Buyer and its representatives. Without limiting the generality of the foregoing, except as expressly set forth in Article IV (including the related portions of the Company Schedules), neither the Company, the Business Equityholders, nor any of their Affiliates or any director, manager, officer, employee, agent or representative of any of the foregoing has made or makes any representation or warranty as to any projections, estimates, or budgets of future revenues, future results of operations, future cash flows, future financial condition (or any component of the foregoing), future sales plans, or profitability or success of the Company, including but not limited to any such information contained in the Confidential Information Memorandum prepared by Synergy Advisors, LLC and the Company. Nothing contained in this Section 4.27 shall be construed to limit any claims for Fraud.

ARTICLE V

POST-CLOSING COVENANTS

5.01 Further Assurances. From and after the Closing, upon the reasonable request of any other Party, each Party shall execute, acknowledge and deliver all such further

documents as may reasonably be required to carry out the Contemplated Transactions.

5.02 Director and Officer Liability and Indemnification.

(a) During the period ending six (6) years after Closing Date, the Buyer and the Company shall, and shall cause their successors to, fulfill their obligations to the present and former members of the Board and present and former officers of the Company (such directors and officers being herein called the "Company Indemnitees") pursuant to the terms of the Company's organizational documents as in effect on the Closing Date and any indemnification agreements between the Company and such Company Indemnitees set forth on Schedule 4.19(a)(xiv) (such obligations, collectively, the "D&O Indemnifiable Matters"). Notwithstanding the foregoing, the obligations of the Buyer and the Company or their successors in respect of the D&O Indemnifiable Matters (i) shall be subject to any limitation imposed by applicable Law, the terms of the Company's organizational documents and/or the terms of the applicable indemnification agreement and (ii) shall not be deemed to release any Company Indemnitee who is also an officer or director of the Company from his or her obligations pursuant to this Agreement or any Ancillary Agreement to which such Person is a party.

(b) Prior to Closing, the Company shall purchase and fully pay (and such purchase price shall be included as a Transaction Expense of the Company) for an extended reporting period endorsement under the Company's cyber and errors and omissions insurance policy (the "Cyber Tail") in a form acceptable to the Buyer which shall provide coverage for three (3) years following the Closing Date and shall have a scope substantially similar to the existing coverage under, and have other terms not materially less favorable to the insured Persons than the terms of, the cyber and errors and omissions insurance coverage currently maintained by the Company. The Buyer shall not, and shall cause the Company to not, take any action to eliminate such Cyber Tail. The cost of the Cyber Tail shall be considered a Transaction Expense for purposes of this Agreement. At or prior to the Closing, the Company shall provide a copy of the Cyber Tail to the Buyer, along with written confirmation from the insurance provider that the Cyber Tail will be bound at Closing.

5.03 Confidentiality. From and after the Closing, the Seller's Representative and the Business Equityholders shall hold, and direct each of their respective Affiliates to hold, and each of the Seller's Representative and the Business Equityholders shall use commercially reasonable efforts to direct their and their Affiliates' respective directors, officers, employees, agents and representatives to hold, in confidence, all confidential documents and information concerning the Company and shall not disclose to any Person or use for any purpose such confidential documents and information (other than the use of such confidential documents and information by Theodore J. Devlin in the course of his employment with the Company from and after the Closing), except to the extent that such information (a) is or becomes generally available to the public through no fault of the Seller's Representative or the Business Equityholders or (b) is required by Law to be disclosed, provided the Seller's Representative or the Business Equityholders, as applicable, shall give prompt notice to the Buyer of such requirement and cooperate with any attempts by the Buyer or its Affiliates to obtain a protective order.

5.04 Publicity. (a) The Buyer, the Seller's Representative, the Business

Equityholders and the Company, and each of their respective Affiliates, and their respective directors, officers, employees, agents and representatives shall not disclose to any third party the existence of this Agreement or the subject matter or terms hereof without the prior consent of the other Parties other than to such Party's attorneys, advisors, representatives, members or investors, and (b) no press release or public announcement related to this Agreement or the Contemplated Transactions shall be issued or made by the Buyer, the Seller's Representative, the Business Equityholders or the Company without the prior written consent of the Buyer and the Seller's Representative, in each case, unless required by Law or legal process, upon the advice of legal counsel, in which case the other Parties shall, to the extent permitted by Law or legal process, have the right to review and comment on such press release, announcement, communication or disclosure prior to its issuance, distribution or publication. The foregoing shall not restrict disclosures of information made by or on behalf of the Buyer or its Affiliates or successors, on the one hand, to their respective direct, indirect and potential investors or prospective investors, Affiliates, financing sources, accountants, customers, consultants and others, on the other hand (so long as, in each case, such disclosure has a valid business purpose). Further, notwithstanding the foregoing, the Buyer its Affiliates and their successors may issue press releases, make web postings or other public announcements that include information which was included in any press releases or announcements made in accordance with the first sentence of this Section 5.04 or that do not reference the Purchase Price (or any other financial metric such as proceeds, rate of return or multiples of capital invested) or the name of the Seller's Representative, the Business Equityholders or their Affiliates (other than the Company).

5.05 Non-Competition; Non-Solicitation.

(a) In order for the Buyer to have and enjoy the full benefit of the businesses of the Company, and as a material inducement to the Buyer to enter into this Agreement (without such inducement the Buyer would not have entered into this Agreement), for a period of five (5) years, commencing on the Closing Date (the "Restricted Period"), the Business Equityholders shall not, directly or indirectly (whether by themselves, through an Affiliate, in partnership or conjunction with, or as an employee, officer, director, manager, member, owner, consultant or agent of, any other Person or otherwise):

(i) undertake, participate or carry on or be engaged or have any financial or other interest in, or in any other manner advise or assist any other Person in connection with the operation of, a Competing Business anywhere in the United States;

(ii) solicit, entice, encourage intentionally influence or hire, or attempt to solicit, entice, encourage, influence or hire, any employee or consultant of the Company (including any individual who has been an employee or consultant of the Company at any time during the preceding twelve (12) month period prior to the time of such solicitation, enticement, encouragement, influencing or hiring) to resign or leave the employ or service of the Company or otherwise hire, employ, engage or contract any such employee or consultant to perform services other than for the benefit of the Company; or

(iii) solicit, entice, encourage or influence, or attempt to solicit, entice, encourage or influence, any customer or supplier of the Company (including any Person who has been a customer or supplier of the Company at any time during the twelve (12) month

period immediately prior to the time of such solicitation, enticement, encouragement or influencing) to alter, reduce or terminate its business relationship with the Company; or

(b) No Party shall make, communicate or publish, or cause to be made, communicated or published, verbally or in writing, whether anonymously or not, any statement, observation, opinion or information of a negative, defamatory or disparaging nature concerning the other Parties or any of their Affiliates or any of their respective employees, officers, directors, partners or members, or the business, products or services of the other Parties or any of their Affiliates. Notwithstanding the foregoing, such restrictions shall not apply to any truthful statements made to any Governmental Authority (including, but not limited to, communications made in the course of any governmental investigation or other Action).

(c) Notwithstanding Section 5.05(a), none of the following activities shall constitute a violation of Section 5.05(a): (i) the advertisement of job openings by use of newspapers, magazines, the internet and other media not directed at employees, consultants or independent contractors of the Company; (ii) holding up to 1% of the outstanding securities of any class of any publicly-traded securities of a company that is engaged in a Competing Business; or (iii) Theodore J. Devlin providing services on or after the Closing Date to the Company, the Buyer, or any of their Affiliates or successors under any employment or consulting arrangement with the Company, the Buyer, or any of their Affiliates or successors.

(d) Notwithstanding anything to the contrary set forth herein, in the event of a breach of any of the provisions of Section 5.05(a) (the "Restrictive Covenants"):

(i) the Restricted Period shall be tolled during the pendency of any breach of any of the Restrictive Covenants;

(ii) the Buyer and its Affiliates (including the Company) shall have the right and remedy, without regard to any other available remedy, to (A) have the Restrictive Covenants specifically enforced by any court of competent jurisdiction and (B) have issued an injunction restraining any such breach without posting of a bond; it being understood that any breach of any of the Restrictive Covenants would cause irreparable and material Loss to the Buyer and its Affiliates (including the Company), the amount of which cannot be readily determined and as to which neither the Buyer nor any of its Affiliates (including the Company) will have any adequate remedy at Law or in equity;

(iii) it is the desire and intent of the Parties that the Restrictive Covenants be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought and if any Restrictive Covenant shall be adjudicated finally to be invalid or unenforceable, such Restrictive Covenant shall be amended to the maximum less restrictive limitations permitted under applicable Law to the extent necessary in order that such provision be valid and enforceable, the Parties hereby expressly acknowledge their desire that in such event such action be taken and the remainder of such Restrictive Covenant shall not thereby be affected and shall be given full effect without regard to invalid portions and such amendment shall apply only with respect to the operation of the Restrictive Covenant in the particular jurisdiction in which such adjudication is made; and

(iv) the Parties acknowledge and agree that the Restrictive Covenants are necessary for the protection and preservation of the value and the goodwill of the Buyer's, the Company's and each of their Affiliates' businesses and are reasonable and valid in geographical and temporal scope and in all other respects.

5.06 Employees; Benefits.

(a) The Buyer or its applicable Subsidiaries shall use commercially reasonable efforts to cause each employee of the Company whose employment continues with the Buyer (or any of its Subsidiaries) following the Closing to be credited with his or her years of service with the Company before the Closing Date for purposes of eligibility and vesting (but not for purposes of benefit accruals) under the employee benefit plans of the Buyer providing benefits after the Closing Date, to the same extent that such employee was entitled, before the Closing Date, to credit for such service under any similar Plans of the Company, except to the extent that such credit would result in a duplication of benefits.

(b) Notwithstanding anything herein to the contrary, except for the Transaction Bonus Agreements, nothing contained in this Section 5.06 or any other provision of this Agreement shall (i) be construed to establish, amend or modify any benefit or compensation plan, program, agreement, contract, policy or arrangement, (ii) limit the ability of the Buyer or any of its Affiliates to amend, modify or terminate any benefit or compensation plan, program, agreement, contract, policy or arrangement (including any Plan) at any time assumed, established, sponsored or maintained by any of them in accordance with the terms thereof and applicable Law, (iii) create any third-party beneficiary rights or obligations in any Person, or (iv) limit the right of the Buyer or any of its Affiliates to terminate, in accordance with applicable Law, the employment or service of any employee or other service-provider following the Closing.

(c) Further notwithstanding anything herein to the contrary, commencing on the Closing Date and until December 31, 2023, the Company, the Buyer, and their Affiliates and successors shall maintain status quo all of the Company's Plans except for the Cash Balance Plan and 401(k) Plan existing as of the Closing Date and they are prohibited from amending, modifying, or terminating any of the Company's Plans except for the Cash Balance Plan and 401(k) Plan existing as of the Closing Date.

5.07 Transfer Taxes. The Buyer, on the one hand, and the Business Equityholders, on the other hand, will pay, or cause to be paid, fifty percent (50%) of any real property transfer tax, stamp tax, stock transfer tax, or other similar Tax imposed on the Company as a result of the Contemplated Transactions (collectively, "Transfer Taxes"), and any penalties or interest with respect to the Transfer Taxes. The Business Equityholders agrees to cooperate with the Buyer in the filing of any Tax Returns with respect to the Transfer Taxes, including reasonably promptly supplying any information in the Business Equityholders' possession that is reasonably necessary to complete such Tax Returns.

5.08 Termination of Affiliate Obligations. On or before the Closing Date, except as set forth in Schedule 5.08, all Affiliate Transactions shall be terminated without any Liability to the Company following the Closing.

5.09 Termination of Company Retirement Plan.

(a) 401(k) Plan. The Company shall terminate, or shall cause the termination of, all 401(k) Plans effective no later than June 30, 2023. The Company shall provide the Buyer with evidence that such 401(k) Plans have been authorized for termination pursuant to resolutions of the Board. The form and substance of such resolutions shall be subject to review and approval by the Buyer prior to the Closing Date. The Business Equityholders shall pay for any and all additional funding amounts and all other costs or Liabilities incurred after Closing relating in any way to the 401(k) Plan, including, but not limited to, contributions for the final plan year, any corrective contributions necessary to maintain the 401(k) Plan's tax-qualified status, all IRS user fees or penalties, and administrative fees for service providers (including any administrative fees for service providers incurred by both the Business Equityholders and Buyer in connection with the transfer of any 401(k) Plan account balances to the 401(k) Plan sponsored by Buyer). The term "administrative fees" excludes all costs attributable to services being provided to, or with respect to, the 401(k) Plan by employees of the Company, Buyer or Buyer's Affiliates.

(b) Cash Balance Plan. Following the Closing, the Company shall take such actions as are necessary to (a) freeze compensation, benefit accruals (other than interest credits), and participation in the Cash Balance Plan effective no later than June 30, 2023, in compliance with the notice requirements in ERISA section 204(h) and Code section 4980F and the regulations thereunder, including timely provision of a 204(h) notice to Cash Balance Plan participants, and (b) terminate the Cash Balance Plan effective no later than June 30, 2023. In connection with the freeze and termination of the Cash Balance Plan, the Company shall (i) take such steps as are required by applicable Law in connection with such termination, and (ii) take such steps as are necessary to cause the assets of the Cash Balance Plan to be distributed in accordance with applicable Law and the terms of the Cash Balance Plan, as soon as administratively practicable and to close out the Cash Balance Plan, including filing the final Form 5500. Either prior to filing, executing, or distributing, as applicable, or promptly thereafter, Buyer shall be provided an opportunity for review and approval, not to be unreasonably withheld, conditioned or delayed, of (A) resolutions of the Company authorizing such freeze and termination of the Cash Balance Plan, (B) any and all amendments to the Cash Balance Plan (including any amendments implementing such freeze and termination and any other Cash Balance Plan amendments) which in Buyer's reasonable judgment are sufficient to assure compliance with all applicable requirements of the Code and the Treasury Regulations thereunder, including such that the tax-qualified status of the Cash Balance Plan will be maintained at the time of termination, and (C) the Section 204(h) notice required to freeze benefit accruals under the Cash Balance Plan. The Business Equityholders shall pay for any and all additional funding amounts and all other costs or Liabilities incurred after Closing relating in any way to the plan qualification of the Cash Balance Plan and the freeze and/or termination of the Cash Balance Plan. The Business Equityholders will also be responsible for any deficit funding related to the Cash Balance Plan, including any minimum required contributions under ERISA that are due prior to plan termination and any contributions needed at the time of plan termination to satisfy all obligations on a plan termination basis (this may include lump sum distributions and/or the purchase of annuities), any ongoing PBGC premiums and any administrative expenses related to the Cash Balance Plan.

5.10 Release.

(a) The Business Equityholders, on behalf of themselves and, to the greatest extent permissible by applicable Law, their agents, trustees, beneficiaries, Affiliates, heirs, successors, legal representatives and assigns to the extent any such Person asserts Claims of, or on behalf of, the Business Equityholders (collectively, the "Releasing Parties"), hereby unconditionally and irrevocably and forever releases and discharges the Company, the Buyer and their respective successors and assigns, and their respective present and former directors, officers, stockholders, employees, Affiliates, agents and other representatives (collectively, the "Released Parties"), of and from, and hereby unconditionally and irrevocably waives, any and all claims, damages, actions and causes of action, obligations and Liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, at Law or in equity, that the Releasing Parties ever had, now have or ever may have or claim to have against or with respect to any of the Released Parties, resulting from, arising out of or relating to this Agreement or any Ancillary Agreement (without limiting any rights or remedies herein or therein) or any other matter, circumstance, event, action, inaction, omission, cause or thing whatsoever relating to the Company (including arising out of or relating to any Business Equityholder's status as a holder of Company Capital Stock or Company employee prior to the Closing Date), in each case, arising at any time at or prior to, the Closing Date (collectively, "Claims"); provided, however, that this release does not extend to (i) any Claim to enforce the terms of, or any breach of, this Agreement or any Ancillary Agreement delivered hereunder or any of the provisions set forth herein or therein, (ii) any Claim by a Releasing Party if such Releasing Party is or was an officer or director of the Company, with respect to any rights available to the Releasing Party in such Releasing Party's capacity as an officer or director of the Company under the indemnification provisions contained in the Company's organizational documents in effect as of immediately prior to the Closing or in any indemnification agreement between the Company and such officer or director set forth in Schedule 4.19(a)(xiv), (iii) any Claim under any insurance or tail policy maintained by the Company or any successor for the benefit of the Releasing Parties, or (iv) any Claim of the Releasing Parties that cannot be released by Law (collectively, the "Retained Claims");

(b) The Business Equityholders hereby unequivocally, unconditionally and irrevocably agrees not to, directly or indirectly, initiate proceedings with respect to, institute, assert or threaten to assert any Claim, other than Retained Claims, against or with respect to any of the Released Parties, and this Agreement shall constitute a complete defense to any Claim, other than Retained Claims.

(c) The Business Equityholders acknowledge that the Business Equityholders have had the opportunity to be advised by legal counsel with regard to this Section 5.10 and hereby irrevocably and expressly waives any benefits that may be applicable to the Business Equityholders under Section 1542 of the California Civil Code (or any similar statute, common law or other Law regarding the release of unknown claims in any jurisdiction), which section provides substantially as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT

THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

(d) Regardless of the date on which this Agreement is executed and delivered, this Section 5.10 shall be effective subject to and at the Closing.

5.11 Assistance with Corrective Actions. Theodore J. Devlin shall use commercially reasonable efforts to assist the Company and Buyer to remediate the corrective actions identified in Appendix A to the Company's HITRUST report covering December 12, 2022 – December 12, 2024.

5.12 Transaction Bonuses. The Parties shall establish a transaction bonus pool in the aggregate amount of $3,420,000 (the "Transaction Bonus Pool"), which will be placed into an interest-bearing escrow account with the Escrow Agent and which shall be used to fund retention payments ("Transaction Bonuses") to certain of the Company's continuing employees (each a "Transaction Bonus Recipient") as set forth on Schedule 5.12 and subject to the terms and conditions of each Transaction Bonus Recipient's respective Transaction Bonus Agreement. The terms of payment and the amounts to be paid out of the Transaction Bonus Pool to any Transaction Bonus Recipient who enters into a Transaction Bonus Agreement with the Buyer and the Company prior to the Closing will be set forth in the applicable Transaction Bonus Agreement. Following the Closing, to the extent any Transaction Bonus Recipient fails to earn the full amount of the Transaction Bonus allocated to such Transaction Bonus Recipient (such amount, a "Forfeited Bonus Amount") in accordance with the terms and conditions set forth in such Transaction Bonus Recipient's Transaction Bonus Agreement, the Buyer shall direct the Escrow Agent to deliver, from the escrow account, the Forfeited Bonus Amounts (less any fees and payroll taxes and plus any interest accruals) to the Trust to an account designated in writing by the Seller's Representative.

5.13 Accounts Receivable Payment. After the Closing, if the Company, the Buyer, or any of their Affiliates or successors receives a cash payment from Bright Health Management, Inc. ("Bright HealthCare") on Bright HealthCare's outstanding accounts receivables owed solely to the Company as of the Closing Date (the "Bright HealthCare Receivables"), the Company shall pay, or shall cause to be paid, such payment by wire transfer of immediately available funds to the Trust to an account designated in writing by the Seller's Representative no later than the last day of the calendar month in which such Bright HealthCare Receivables were received from Bright Healthcare; *provided*, that the Company shall have no obligation to make any payment to the Trust on the first $500,000 (the "Bright HealthCare Credited Amount") of collections received of the Bright HealthCare Receivables whereupon the Company will be obligated to pay the Trust on collections received of the Bright HealthCare Receivables that exceed the Bright HealthCare Credited Amount; *provided*, *further*, that the maximum aggregate amount the Company shall be obligated to pay upon the receipt of collections of the Bright HealthCare Receivables in excess of the Bright HealthCare Credited Amount is $2,064,794.82; *provided*, *however*, that the Company shall have no obligation to make any payment for collections received under this Section 5.13 following the date that is thirty-six (36) months following the Closing Date. For the avoidance of doubt, any outstanding

accounts receivable Bright HealthCare separately owes the Buyer or any of its Affiliates (other than the Company after the Closing) shall not be subject to the terms and conditions of this Section 5.13.

ARTICLE VI

SURVIVAL; INDEMNIFICATION

6.01 Survival of Representations, Warranties and Covenants. The representations, warranties, covenants and other agreements contained in this Agreement shall survive the Closing as follows:

(a) all covenants and other agreements contained in this Agreement shall survive the Closing until fully performed;

(b) the representations and warranties contained in Section 3.01 (Status), Section 3.02 (Power and Authority), Section 3.03 (Enforceability), Section 3.04(a) (No Violations of Organization Documents), Section 3.06 (No Brokers), Section 4.01 (Entity Status), Section 4.02 (Power and Authority), Section 4.03 (Enforceability), Section 4.04 (Capitalization), Section 4.05 (Subsidiaries), Section 4.06(a) (No Violation of Organizational Documents), Section 4.15 (Tax Matters) and Section 4.23 (No Brokers) (collectively, the "Fundamental Representations and Warranties") shall survive until sixty (60) days following the expiration of the applicable statute of limitations with respect to the subject matter of such representations and warranties (including all periods of extension, whether automatic or permissive), except in the case of Fraud, in which case the applicable representation and warranty shall survive the Closing and continue in full force and effect indefinitely; and

(c) all other representations and warranties of the Company contained in this Agreement shall terminate and be of no further force or effect on the date that is eighteen (18) months after the Closing Date, except in the case of Fraud, in which case the applicable representation and warranty shall survive the Closing and continue in full force and effect indefinitely; and

(d) all other representations and warranties of the Buyer contained in this Agreement shall terminate and be of no further force or effect on the date that is twelve (12) months after the Closing Date, except in the case of Fraud, in which case the applicable representation and warranty shall survive the Closing and continue in full force and effect indefinitely.

No claim may be made for indemnification hereunder for breach of any representations, warranties, covenants or other agreements after the expiration of the survival period applicable to such representation, warranty, covenant or other agreement set forth above (the "Claims Cut-Off Date"); *provided*, that if a Party delivers written notice to the other Party of an indemnification claim for a breach of any representation, warranty, covenant or other agreement prior to the expiration of the applicable Claims Cut-Off Date, such claim shall survive until resolved or judicially determined.

6.02 Indemnification.

(a) Indemnification Provisions for Benefit of the Buyer. Subject to the terms, conditions and limitations provided herein (including Section 6.06), from and after the Closing, whether or not involving a Third Party Claim, the Business Equityholders shall indemnify and hold harmless, to the fullest extent permitted by Law, the Buyer, the Company and their respective Affiliates and their respective directors, officers, employees, stockholders, members and agents (collectively, the "Buyer Indemnified Parties"), from and against any and all Losses incurred by a Buyer Indemnified Party based upon, arising out or incurred as a result of any of the following: (i) any breach of, or any inaccuracy in, any representation or warranty made by the Company or the Business Equityholders in Article IV; (ii) any breach or default in performance by the Business Equityholders, the Seller's Representative, or the Company (but, with respect to the Company, only with respect to covenants, agreements or obligations to be performed at or prior to the Closing) of any of their respective covenants, agreements or obligations contained in this Agreement; or (iii) regardless of the disclosure of any matter set forth in the Company Schedules, any Closing Transaction Expenses, Closing Indebtedness or Pre-Closing Taxes, in each case, without duplication and to the extent not taken into account in the Closing Statement; provided, however, that (x) except with respect to the breach of any of the Fundamental Representations and Warranties or Losses resulting from Fraud, the Business Equityholders shall not have any obligation to indemnify the Buyer Indemnified Parties under Section 6.02(a)(i) from and against any such Losses until the aggregate amount of indemnifiable Losses suffered by the Buyer Indemnified Parties under Section 6.02(a)(i) exceeds Two Hundred Thousand Dollars ($200,000) (the "Deductible"), whereupon the Business Equityholders shall be obligated to indemnify the Buyer Indemnified Parties from and against all such Losses that exceed the Deductible; provided, further, that no Buyer Indemnified Party shall be entitled to recover any individual Losses (or series of related Losses arising from a common set of facts) under Section 6.02(a)(i) for which such Buyer Indemnified Party would otherwise be entitled to indemnification under Section 6.02(a)(i) unless such Losses exceed Twenty-Five Thousand Dollars ($25,000) (the "Mini-Deductible"), and any such individual Losses (or series of related Losses arising from a common set of facts) not in excess of the Mini-Deductible shall not be aggregated for purposes of calculating the Deductible, and (y) except with respect to the breach of any of the Fundamental Representations and Warranties or Losses resulting from Fraud, the Business Equityholders' aggregate Liability for indemnification under Section 6.02(a)(i) shall not exceed Two Million Eight Hundred Thousand Dollars ($2,800,000) (after which point the Business Equityholders will have no obligation to indemnify the Buyer Indemnified Parties from and against any further Losses under Section 6.02(a)(i) (except with respect to the breach of any of the Fundamental Representations and Warranties or Losses resulting from Fraud)); provided, that, except with respect to the breach of any of the Fundamental Representations and Warranties or Losses resulting from Fraud, the Business Equityholders' aggregate Liability for Losses incurred pursuant to the terms of this Agreement shall in no event exceed the Cash Purchase Price *plus* any Contingent Payment Consideration actually received by the Business Equityholders (the "Cap") (after which point the Business Equityholders will have no obligation to indemnify the Buyer Indemnified Parties from and against any further Losses).

(b) Indemnification Provisions for Benefit of the Business Equityholders. Subject to the terms, conditions and limitations provided herein from and after the Closing, whether or not involving a Third Party Claim, the Buyer shall indemnify and hold harmless, to the fullest extent permitted by Law, the Business Equityholders and their Affiliates and their respective directors, officers, employees, stockholders, members and agents (each a

"Business Equityholders Indemnified Party"), from and against any and all Losses incurred by a Business Equityholders Indemnified Party based upon, arising out or incurred as a result of any of the following: (i) any breach of, or any inaccuracy in, any representation or warranty made by the Buyer in Article III; or (ii) any breach or default in performance by the Buyer or the Company (but, with respect to the Company, only with respect to covenants, agreements or obligations to be performed after the Closing) of any of their respective covenants, agreements or obligations contained in this Agreement.

6.03 Matters Involving Third Parties.

(a) If any third party notifies a Buyer Indemnified Party or a Business Equityholders Indemnified Party (an "Indemnified Party"), as the case may be, with respect to any matter (a "Third Party Claim") which would reasonably be expected to give rise to a claim for indemnification against a Person for which they would be obligated to provide indemnification pursuant to this Article VI (in such capacity, the "Indemnifying Parties"), then the Buyer Indemnified Party shall promptly notify each Indemnifying Party thereof in writing, describing the claim, the amount thereof (if known and quantifiable) and the basis of the claim; *provided*, that the failure to so notify the Indemnifying Party shall not limit the indemnification obligations under this Agreement, except to the extent that such failure to give notice shall actually prejudice any defense or claim available to the Indemnifying Party.

(b) With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its expense, to participate in or assume control of the negotiation, settlement or defense of the Third Party Claim, through counsel reasonably acceptable to the Indemnified Party; *provided*, that, if the Indemnifying Party is one of the Business Equityholders, the Indemnifying Party shall not have the right to participate in or assume the control of the negotiation, settlement or defense of any Third Party Claim if: (i) the Third Party Claim relates to or arises in connection with any matter involving criminal Liability; (ii) the Third Party Claim seeks an injunction or other equitable relief against any Buyer Indemnified Party; (iii) the Third Party Claim has or would reasonably be expected to result in Losses that would exceed the amounts available for indemnification pursuant to this Article VI; (iv) the Third Party Claim would reasonably be expected to have a material and adverse effect on the Buyer Indemnified Party's business or relates to a Material Supplier or a Material Customer; (v) the Indemnifying Party has failed or is failing to defend in good faith the Third Party Claim; or (vi) the Indemnifying Party has not acknowledged that such Third Party Claim is subject to indemnification pursuant to this Article VI. If the Indemnifying Party elects to assume such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defense of such Third Party Claim and to retain counsel to act on its behalf; provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless, if under the applicable standards of professional conduct, a conflict with respect to any interests between the Indemnifying Party and the Indemnified Party exists in respect of such Action (and in which case, the Indemnifying Party shall pay the reasonable fees and expenses of one (1) additional counsel (and one (1) local counsel in any relevant jurisdiction) as may be retained by such Indemnified Party). Until such time as the Indemnifying Party has delivered a written notice of intent to defend a Third Party Claim to the Indemnified Party, the Indemnified Party shall, at the expense of the Indemnifying Party, undertake the defense of such Third Party Claim, and shall not settle or compromise such Third Party Claim without the prior written consent of the

Indemnifying Party (which in any event shall not be unreasonably withheld, conditioned or delayed) unless the Indemnified Party expressly waives any right to seek or obtain indemnification hereunder or any other remedy against the Indemnifying Party with respect to such Third Party Claim. If the Indemnifying Party exercises its right to control the defense of a Third Party Claim, the Indemnifying Party shall obtain the prior written consent of the Indemnified Party before entering into any settlement of a Third Party Claim or ceasing to defend such Third Party Claim if, (i) pursuant to or as a result of such settlement or cessation, injunctive or other equitable relief will be imposed against the Indemnified Party or any of its Affiliates, (ii) such settlement does not expressly and unconditionally release all Indemnified Parties from all Liabilities and obligations with respect to such Third Party Claim without prejudice, or (iii) if such settlement includes any statement as to or an admission of fact, culpability or failure to act by or on behalf of the Indemnified Party or any of its Affiliates.

6.04 Direct Claims. In order to seek indemnification against an Indemnifying Party under this Article VI with respect to a Loss that does not result from a Third Party Claim, the Indemnified Party shall promptly notify each Indemnifying Party thereof in writing, describing the claim in reasonable detail, the amount thereof (if known and quantifiable) and the basis of the claim; *provided*, that the failure to so notify the Indemnifying Party shall not limit the indemnification obligations under this Agreement, except to the extent that such failure to give notice shall actually prejudice any defense or claim available to the Indemnifying Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such claim. If the Indemnifying Party notifies the Indemnified Party that it does not dispute the claim described in such notice, the Loss in the amount specified in the Indemnified Party's notice will be deemed a Liability of the Indemnifying Party and the Indemnified Party shall be entitled to recover the amount of such Loss from the Indemnifying Party in accordance with the terms and conditions of this Article VI. If the Indemnifying Party objects to a claim of indemnification made hereunder, the Indemnifying Party and the Indemnified Party shall attempt in good faith to agree upon the rights of the respective parties with respect to such claim. If, after the exercise of such good faith efforts, the Business Equityholders and the Buyer are unable to agree upon the resolution of such indemnity claim, the Indemnified Party may pursue any and all legal or equitable remedies available to them in this Agreement.

6.05 Payment; Setoff. Any amount due from the Business Equityholders to a Buyer Indemnified Party under this Article VI shall be satisfied: (i) first, for as long as there are remaining funds in the Indemnity Escrow Account, out of such remaining funds in the Indemnity Escrow Account (and the Buyer and the Seller's Representative shall deliver joint written instructions to the Escrow Agent directing the payment of such amounts), (ii) second, to the extent that any Contingent Payment Amounts are then payable to the Trust under Section 1.04, pursuant to the setoff right set forth in Section 1.04(f), and (iii) third, any remaining amount due in excess of the amounts satisfied under the foregoing clauses (i) and (ii), as applicable, shall be satisfied by payment, jointly and severally, by the Business Equityholders promptly in immediately available funds by wire transfer to an account designated by the Buyer Indemnified Party.

6.06 Determination of Losses.

(a) For purposes of indemnification claims pursuant to this Article VI, in determining whether there has been a breach of any representation or warranty contained in this Agreement or in any document or certificate related thereto and then calculating the amount of Losses that are the subject matter of such claim for indemnification pursuant to this Article VI, the representations and warranties contained in this Agreement (including the related portions of the Schedules) shall be deemed to have been made without any qualification as to "materiality", "material adverse effect", "Material Adverse Effect", or any other materiality qualifications.

(b) The amount of any Loss subject to indemnification under this Article VI shall be reduced by the amounts of any insurance proceeds actually received by the Indemnified Party in connection therewith (less the Indemnified Party's reasonable costs of receiving such recovery including any deductible paid in obtaining such proceeds and increased cost of insurance). In the event that an insurance or other recovery is made by any Indemnified Party with respect to any Losses for which any such Indemnified Party has been indemnified hereunder, then a refund equal to the amount of the recovery (less the reasonable costs incurred by the Indemnified Party of receiving such recovery including any deductible paid in obtaining such proceeds and increased cost of insurance attributable to any claim thereunder), but not exceeding the amount paid by the Indemnifying Party in respect of the Loss, shall be made promptly to the Indemnifying Party that made or directed and provided such indemnification payments to such Indemnified Party.

(c) Each Buyer Indemnified Party shall have a duty to mitigate its indemnifiable Losses to the extent required by applicable Law; *provided*, that the cost of such mitigation shall be included as an indemnifiable Loss.

(d) Notwithstanding anything herein to the contrary, no Person will be entitled to indemnification or reimbursement under any provision of this Agreement for any amount to the extent such Person or its Affiliate has been indemnified or reimbursed for such amount under any other provision of this Agreement.

6.07 No Right of Contribution. The Business Equityholders shall not have any right of contribution against the Company, any of the Company's former, current, or future general or limited partners, stockholders, managers, controlling persons, management companies or representative for any claim (including any Third Party Claim) asserted by any Buyer Indemnified Party under this Article VI, it being acknowledged and agreed that the representations and warranties, covenants and agreements relating to the Company are solely for the benefit of the Buyer Indemnified Parties.

6.08 Exclusive Remedy. The Buyer, the Business Equityholders and the Company acknowledge and agree that from and after the Closing, the provisions of this Article VI shall be the sole and exclusive monetary remedy of any Party with respect to any and all claims arising out of breaches of representations, warranties, covenants or agreements contained in this Agreement, other than (x) claims for Fraud and (y) disputes relating to the matters set forth in Sections 1.03(b), 1.04(e), 5.12, or 5.13. Nothing in this Section 6.08 shall prevent or prohibit a Party from seeking or obtaining specific performance in accordance with Section 5.05(d)(ii) or Section 9.11.

6.09 Tax Treatment of Indemnity Payments. Any indemnity payment made under this Article VI shall be treated by all Parties as an adjustment to the Purchase Price for all Tax purposes, except as otherwise required by a change in applicable Law after the date hereof or a Final Determination.

ARTICLE VII

TAX MATTERS

7.01 Cooperation. The Parties agree to reasonably cooperate with each other and furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information (including access to books and records) and assistance relating to the Company as is reasonably requested for the filing of any Tax Returns, the preparation, prosecution, defense or conduct of any Tax Contest and the making of any Tax election.

7.02 Tax Returns.

(a) The Seller's Representative shall prepare and timely file, or cause to be prepared and timely filed, all Flow-Through Tax Returns of the Company with respect to taxable periods ending on or before the Closing Date that are required to be filed after the Closing Date (each, a "Seller Tax Return"). Each Seller Tax Return shall be prepared in a manner consistent with the Company's past practice, except to the extent required by applicable Law. The Seller's Representative shall (i) provide to the Buyer a draft of each Seller Tax Return no later than thirty (30) days prior to the due date (including extensions) for filing such Seller Tax Return for the Buyer's review and comment and (ii) consider in good faith any reasonable and timely comments by the Buyer on such Seller Tax Return.

(b) The Buyer shall prepare and file, or cause to be prepared and filed, all Tax Returns of the Company required to be filed after the Closing Date that are not Seller Tax Returns ("Buyer Tax Returns"). To the extent any Buyer Tax Return shows an amount of Taxes over $25,000 that are indemnifiable pursuant to Section 6.02, the Buyer shall (i) provide to the Seller's Representative a draft of each such Buyer Tax Return a reasonable period prior to the due date (including extensions) for filing such Buyer Tax Return (which shall be at least twenty (20) days in the case of any income Tax Return), for its review and comment and (ii) consider in good faith any reasonable and timely comments of the Seller's Representative with respect to such Buyer Tax Return. The Buyer shall not file any amended Tax Returns or voluntary disclosure agreements for any Pre-Closing Tax Period without the prior written consent of the Seller's Representative (which consent shall not be unreasonably withheld, conditioned or delayed) except as required by Law or Order or as instructed by a Governmental Authority.

7.03 Tax Contests. The Seller's Representative will control the conduct of any inquiries, claims, assessments, audits or similar events with respect to Taxes of the Company (any such inquiry, claim, assessment, audit or similar event, a "Tax Contest") that relate solely to a Flow-Through Tax Return for a Pre-Closing Tax Period, including any disposition of such Tax Contest; provided that the Seller's Representative shall keep the Buyer apprised of the status of such Tax Contest and consider in good faith any reasonable and timely comments made by the Buyer in prosecuting, settling or otherwise compromising such Tax Contest. The Buyer shall

control all other Tax Contests; provided that with respect to any Tax Contests that do not relate solely to a Flow-Through Tax Return for a Pre-Closing Tax Period and that show an amount of Taxes over $25,000 that are indemnifiable pursuant to Section 6.02, the Buyer shall keep the Seller's Representative apprised of the status of such Tax Contest and consider in good faith any reasonable and timely comments made by the Seller's Representative in prosecuting, settling or otherwise compromising such Tax Contest. To the extent of any conflict or overlap between the provisions of this Section 7.03 and Section 6.03, the provisions of this Section 7.03 shall control.

7.04 Straddle Periods. For purposes of this Agreement, in the case of any Taxes of the Company that relate to any Tax period that begins before and ends after the Closing Date (a "Straddle Period"), the portion of any such Taxes that constitutes Pre-Closing Taxes shall: (i) in the case of Taxes that are either (x) based upon or related to income or receipts, or (y) imposed in connection with any sale, transfer or assignment or any deemed sale, transfer or assignment of property (real or personal, tangible or intangible) other than Transfer Taxes resulting from the Contemplated Transactions which shall be governed by Section 5.07, be deemed equal to the amount that would be payable if the Tax year or period ended on the Closing Date, except that exemptions, allowances or deductions that are calculated on an annual basis (including depreciation and amortization deductions, other than with respect to property placed in service after the Closing), shall be allocated on a per diem basis; and (ii) in the case of Taxes (other than those described in clause (i) above) that are imposed on a periodic basis with respect to the business or assets of the Company or otherwise measured by the level of any item, be deemed to be the amount of such Taxes for the entire Straddle Period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding Tax period) multiplied by a fraction the numerator of which is the number of calendar days in the portion of the Straddle Period ending on the Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period.

ARTICLE VIII

DEFINITIONS

8.01 Defined Terms. As used herein, the following terms shall have the following meanings:

"Accounting Principles" means the cash basis accounting method with the exception of accruing accounts receivable, applied consistently with the same accounting principles, policies, practices, procedures and methods, with consistent classifications, judgments and estimation methodologies utilized by the Company in the preparation of the Financial Statements (including with respect to the application thereof).

"Action" means any judicial, administrative or arbitral action, suit, demand, claim, arbitration, litigation, hearing, examination, complaint, audit, charge, review, indictment, litigation, investigation or other proceeding, whether public or private, by or before a Governmental Authority or arbiter.

"Adjustment Amount" means the Net Working Capital Adjustment, plus the Cash Amount, minus Closing Indebtedness, minus Transaction Expenses.

"Affiliate" means, with respect to any particular Person, any other Person controlling, controlled by or under common control with such particular Person. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise. The Company shall be deemed an Affiliate (x) of the Business Equityholders prior to the Closing but not following the Closing; and (y) of the Buyer following the Closing but not prior to the Closing.

"Affiliated Group" means an affiliated group as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or foreign income Tax Law) of which the Company is or has been a member.

"Affiliate Lease" means the oral lease agreement, by and between the Company and the Business Equityholders, for office space located at 5505 W. Chandler Blvd., Suite 20, Chandler, AZ 85226.

"Ancillary Agreements" means the Escrow Agreement, the Restrictive Covenant Agreements, the Employment Agreements, the Release Agreements, the Amendments, the Transaction Bonus Agreements, and the termination of the Affiliate Lease.

"Attorneys' Fees and Costs" means fees and out-of-pocket costs of a Person relating to the Action, including such Person's (a) attorneys' fees, (b) court-related costs and expenses, (c) expert witnesses' fees, and (d) investigatory fees.

"Business Day" means any day, excluding Saturday, Sunday and any other day on which commercial banks in Phoenix, Arizona are authorized or required by Law to close.

"Capital Stock" means (a) any shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, (b) any ownership interests in a Person other than a corporation, including membership interests, partnership interests, joint venture interests and beneficial interests, and (c) any warrants, options, convertible or exchangeable securities, subscriptions, rights (including any preemptive or similar rights), calls or other rights to purchase or acquire any of the foregoing.

"CARES Act" means the Coronavirus Aid, Relief and Economic Security Act and any similar or conforming legislation in any U.S. jurisdiction, and any subsequent legislation relating to the COVID-19 pandemic, including the Health and Economic Recovery Omnibus Emergency Solutions Act.

"Cash Amount" means all (a) cash and cash equivalents, including cash on hand, positive bank balances and cash deposit accounts, each net of outstanding checks and drafts, and excluding (x) deposits in transit and (y) restricted cash, and (b) readily marketable securities and debt instruments held by the Company, in each case, determined as of 12:01 a.m. Arizona Time on the Closing Date (to the extent such cash remains an asset of the Company as of the Closing) and in accordance with the Accounting Principles.

"Cash Balance Plan" means the Devlin Consulting, Inc. Cash Balance Plan, as the same may be amended from time to time.

"Closing Indebtedness" means the amount of consolidated Indebtedness of the Company outstanding immediately prior to the Closing, determined in accordance with the Accounting Principles except to the extent otherwise required by applicable Law.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Intellectual Property" means all Owned Intellectual Property and all other Intellectual Property licensed, used or held for use in the operation of the business of the Company.

"Company Products" means all products and services previously or currently developed, produced, marketed, licensed, sold, distributed, performed, supported or maintained by or on behalf of the Company and all products or services currently under development by the Company, including the Company's product currently known as Contract Central.

"Company Software" means all Software owned or purported to be owned by the Company, or that otherwise embodies or is used in the operation, design, development, production, distribution, testing, provision, maintenance or support of any Company Product.

"Competing Business" means any payment integrity solutions business or commercial enterprise that competes with the Company's business or any of its products (as currently offered and as offered of the date of the Closing Date) by engaging in the business of researching, developing or selling a Competing Product or any business or commercial activity the primary responsibility of which is selling a Competing Product.

"Competing Product" means any payment integrity solutions product or service that competes with any products or services developed, marketed, delivered, supported, provided, distributed, or otherwise made commercially available by or on behalf of the Company at any time since the Company's inception through the Closing Date.

"Contemplated Transactions" means the transactions contemplated by this Agreement and the Ancillary Agreements.

"Contingent Payment Amounts" means the Employee Retention Contingent Payment Amount, the WellCare Contingent Payment Amount, and the Humana Contingent Payment Amount.

"Contract" means any contract, subcontract, teaming agreement, agreement, indenture, note, bond, loan, lease, sublease, conditional sales contract, mortgage, license, sublicense, franchise agreement, obligation, promise, undertaking, commitment or other binding arrangement (in each case, whether written or oral).

"COVID-19" means SARS-CoV-2 (severe acute respiratory syndrome coronavirus 2), coronavirus disease or COVID-19.

"Current Assets" means accounts receivable (net of the allowance for doubtful accounts and the Bright HealthCare Receivables (other than the Bright HealthCare Credited Amount)), prepaid expenses and other current assets of the Company determined in accordance

with the Accounting Principles consistent with past practice as set forth in Addendum A (but excluding all cash, interest receivable, deferred financing costs, security deposits, Tax assets and non-operating receivables).

"Data Room" means the electronic documentation site named Venue in respect of the Company and the Contemplated Transactions, established by Donnelley Financial Solutions on behalf of the Company.

"Death" means, with respect to each Key Employee, such Key Employee's death or a permanent total disability under Section 22(e)(3) of the Code, as amended, *provided*, that "Death" shall not include death by suicide.

"Demonstration Agreement" means that certain Demonstration Agreement, dated as of September 9, 2022, by and between the Company and Humana.

"Environmental Laws" means all federal, state and local Laws and Orders, concerning human health, safety, pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, control, or cleanup of or exposure to any hazardous, toxic or harmful materials, substances or wastes.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Escrow Agent" means Citibank, N.A.

"Escrow Agreement" means the escrow agreement in the form attached as Exhibit C.

"Final Determination" means a "determination" within the meaning of Section 1313(a) of the Code or comparable provisions of foreign, state or local Law.

"Flow-Through Tax Return" means any income Tax Return filed by or with respect to the Company to the extent (i) the Company is treated as a pass-through entity for purposes of such Tax Return and (ii) the results of operations reflected on such Tax Return are also reflected on the Tax Returns of the Business Equityholders.

"Fraud" means actual and intentional fraud.

"Generative AI Tools" means artificial intelligence technology and tools capable of producing various types of content, including source code, text, images, audio, and synthetic data, based on user-supplied prompts.

"Government Contract" means any prime contract, subcontract, grant, subaward, other transaction agreement or contract, basic ordering agreement, blanket purchase agreement, teaming agreement, letter Contract, purchase order, task order or delivery order of any kind, including all amendments, modifications and options thereunder or relating thereto, awarded (A) to the Company by any Governmental Authority or by a prime contractor or higher-tier

subcontractor under such Government Contracts, or (B) by the Company under such Government Contracts to a subcontractor at any tier.

"Governmental Authority" means any nation or government, any state, regional, local, quasi-governmental authority or other political subdivision thereof, and any entity, authority, agency, board, commission, court, tribunal, accrediting body, instrumentality or official exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government or any arbitrator or arbitral body (public or private).

"Healthcare Laws" means, all applicable Laws pertaining to heath regulatory matters, including, without limitation, (a) Laws relating to the Medicare and Medicaid programs and any other federal healthcare programs; (b) Laws relating to healthcare fraud and abuse, including the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the federal False Claims Act (31 U.S.C. §§ 3729 et. seq.), the federal False Statements Statute (42 U.S.C. § 1320a-7b(a)), the Exclusion Law (42 U.S.C. § 1320a-7), the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a and § 1320a-7b) and the Federal Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et. seq.); (c) HIPAA and other health information privacy and security Laws; (d) any rules and regulations promulgated pursuant to the statutes listed herein; (e) any Laws relating to the billing, payment or submission of claims for health care services or products and the auditing and monitoring thereof, including but not limited to those pertaining to the identification and communication of overpayments; and (f) any other Laws relating to the provision, administration, payment, or auditing of healthcare products or services.

"HIPAA" means, the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented by the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009 and the regulations promulgated thereunder.

"Indebtedness" means (a) any indebtedness or other obligation of the Company for borrowed money, whether current, short-term or long-term and whether secured or unsecured; (b) any indebtedness of the Company evidenced by any note, bond, debenture or other security or similar instrument; (c) any Liabilities of the Company with respect to interest rate or currency swaps, collars, caps and similar hedging obligations; (d) any Liabilities of the Company for the deferred purchase price of property or other assets (including any "earn-out" or similar payments); (e) any Liabilities of the Company under any performance bond or letter of credit or surety arrangement or any bank overdrafts and similar charges (to the extent drawn); (f) any accrued interest, premiums, penalties and other obligations relating to the foregoing; (g) any Taxes described in clauses (ii)-(iv) of the definition of Pre-Closing Taxes; and (h) any indebtedness referred to in clauses (a) through (g) above of any Person that is either guaranteed (including under any "keep well" or similar arrangement) by, or secured (including under any letter of credit, banker's acceptance or similar credit transaction) by any Lien upon any property or asset owned by, the Company. Indebtedness shall also include accrued interest and any pre-payment penalties, "breakage costs," redemption fees, costs and expenses or premiums and other amounts owing pursuant to the instruments evidencing Indebtedness, as if all such Indebtedness was repaid at the Closing, whether or not actually repaid at the Closing.

"Intellectual Property" means, collectively, Intellectual Property Rights and

Technology.

"Intellectual Property Rights" means all of the following as they exist in any jurisdiction throughout the world, whether registered or unregistered: (a) patents, patent applications, and other patent rights, together with all continuations, continuations-in-part, divisions, reissues, extensions and reexaminations thereof (collectively, "Patents"); (b) trademarks, service marks, trade dress, logos, brand names, taglines, social media identifiers and related accounts, logos and corporate names and any other indicia of origin, and all registrations of and applications to register the foregoing and associated goodwill therewith (collectively, "Trademarks"); (c) any and all registered and unregistered copyrights in both published works and unpublished works, mask work and design rights, and all registrations thereof and applications to register the foregoing (collectively, "Copyrights"); (d) internet domain names, Internet addresses and other computer identifiers ("Domain Names"); (e) trade secrets and other rights in confidential and proprietary information and know-how (collectively, "Trade Secrets"); (f) all other intellectual property or proprietary rights in Technology; and (g) all analogous rights to any of the foregoing.

"IT Assets" means all computer systems, including Software, hardware, firmware, middleware and platforms, interfaces, systems, networks, information technology equipment, facilities, websites, infrastructure, workstations, switches, data communications lines and associated documentation owned, licensed, leased or otherwise used by the Company.

"Knowledge" means, with respect to any Person, actual knowledge after commercially reasonable inquiry. The Company will be deemed to have "Knowledge" of a particular fact or other matter if any of the Business Equityholders, Theodore J. Devlin, Julia A. Devlin, James Cowsert, or Robert Starman has Knowledge of such fact or other matter.

"Law" means any law, statute, order, judgement, ordinance, code, regulation, rule or other requirement of any Governmental Authority.

"Liability" means any liability, debt, obligation, loss, damage, claim, demand, action, cause of action, Tax, cost, deficiency, penalty, fine or expense (including costs of investigation and defense and reasonable Attorneys' Fees and Costs), in each case whether direct or indirect and whether accrued or contingent.

"Lien" means any mortgage, pledge, security interest, encumbrance, claim, lien, deed of trust, deed to secure debt, right of first refusal, right of first offer, easement, restriction, covenant, condition, title default, subleases, licenses, hypothecations, ownership or security interests of any kind, encroachment or other survey defect or charge of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and the filing of or agreement to give any financing statement under the Uniform Commercial Code or comparable Law or any jurisdiction in connection with such Lien).

"Losses" means all Liabilities; provided, however, the term "Losses" shall not include incidental, punitive, or indirect damages, diminution of value, or lost profits, except to the extent any such damages are payable in connection with a Third Party Claim.

"Material Adverse Effect" means any effect, change, event, development,

condition or occurrence that, individually or together with one or more effects, changes, events, developments, conditions or occurrences, has had or would be reasonably expected to have or result in a material adverse effect or material adverse change on the business, assets, Liabilities, properties, condition (financial or otherwise) or operating results of the Company, taken as a whole, or to the ability of the Business Equityholders to consummate timely the Contemplated Transactions; provided that none of the following shall be taken into account in determining whether there has been or will be a "Material Adverse Effect": (a) any change in applicable Laws or the interpretation thereof by any Governmental Authority or any change in accounting requirements or principles, in each case after the date hereof; or (b) any natural disaster, pandemic, force majeure events or any acts of terrorism, sabotage, military action or war (whether or not declared) or any escalation or worsening thereof; (c) any action required by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of Buyer; (d) the announcement, pendency or completion of the Contemplated Transactions, including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with the Company, in each case, solely to the extent relating to the identity of the Buyer; or (e) any failure by the Company to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded), which, in the case of any of the foregoing clauses (a) through (e) does not disproportionately affect the Company relative to other companies in the industries or geographic locations in which they operate.

"Net Working Capital" means the Current Assets as determined in accordance with the Accounting Principles consistent with past practice and in the format and methodology reflected in Addendum A, each calculated as of 12:01 a.m. Arizona Time on the Closing Date.

"Net Working Capital Adjustment" means Net Working Capital, minus the Target Net Working Capital, expressed as a positive number, if positive, and as a negative number, if negative.

"Open Source License" will mean any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), any Creative Commons License, or any license similar to any of the foregoing, including the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), the Server Side Public License (SSPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL), the MIT License, and the Apache Licenses.

"Open Source Materials" will mean Software or other Technology that is made available pursuant to an Open Source License.

"Order" means any order, decision, judgment, writ, injunction, decree, award or other determination of, or any settlement or agreement with, any Governmental Authority.

"Ordinary Course of Business" means, in respect of any Person, the ordinary course of such Person's business, consistent with past custom and practice, including with regard

to nature, frequency and magnitude.

"Owned Intellectual Property" means all Intellectual Property owned or purported to be owned by the Company.

"Payment Triggers" means the Employee Retention Payment Trigger, the Humana Payment Trigger, and the WellCare Payment Trigger.

"Permitted Liens" means (a) statutory Liens for Taxes or other governmental charges (i) not yet due and payable, or (ii) the amount or validity of which is being contested in good faith by appropriate proceedings by the Company, and, in either case, for which appropriate reserves have been established in accordance with the Accounting Principles; (b) mechanics', carriers', workers', repairers' and similar statutory liens for amounts not yet due and payable and incurred in the Ordinary Course of Business and for which appropriate reserves have been established in accordance with the Accounting Principles; (c) zoning, entitlement, building and other land use regulations imposed by any Governmental Authority having jurisdiction over the Leased Real Property that are not violated by the current use and operation of the Leased Real Property; (d) covenants, conditions, restrictions, easements and other similar matters of record affecting title to the Leased Real Property that do not materially impair the occupancy or use of the Leased Real Property for the purposes for which it is currently used or proposed to be used in connection with the business of the Company and which do not secure the payment of money; (e) liens under worker's compensation, unemployment insurance, social security, retirement and similar legislation and (f) purchase money liens and liens securing rental payments under capital lease arrangements.

"Person" means an individual, partnership, corporation, business trust, joint stock corporation, estate, trust, unincorporated association, joint venture, Governmental Authority or other entity, of whatever nature.

"Personal Data" means a natural Person's name, street address, telephone number, e-mail address, photograph, social security number or tax identification number, driver's license number, passport number, credit card number, bank information, or biometric identifiers or any other piece of information that, alone or in combination with other information directly or indirectly allows the identification of or contact with a natural person, device or household, and any other information that is otherwise considered "personal information," "individually identifiable health information", "personally identifiable information" or "personal data" under applicable Law or information of a similar character, the processing of which is subject to privacy Laws and the Company's Privacy Policies.

"Pre-Closing Taxes" means (i) any Taxes of the Trust and any other direct or indirect owners of the Company for any Tax period, (ii) any Taxes of the Company attributable to any Pre-Closing Tax Period that are not yet paid (including such Taxes that are not yet due and payable) as of the Closing Date, treating (x) any adjustments under Section 481 with respect to any Pre-Closing Tax Period or as a result of the Contemplated Transactions and (y) advance payments, deferred revenues or other prepaid amounts received or arising in any Pre-Closing Tax Period (and any Taxes thereon), as attributable to such period, regardless of when actually recognized for income Tax purposes, (iii) any Taxes of a Person other than the Company for

which the Company is liable (x) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. Tax Law) as a result of having been a member of an Affiliated Group before the Closing or (y) as a result of an express or implied obligation to indemnify such Person, as a transferee or successor, by Contract, or otherwise by operation of Law as a result of a transaction or event occurring before the Closing, and, (iv) any Taxes attributable to the transactions contemplated by this Agreement, including, without limitation, any Transfer Taxes.

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

"Restrictions" means any restriction on the exercise of any rights related to the Company Common Stock, including proxies, voting agreements, transfer restrictions, agreements to sell or purchase and similar items.

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

"Software" means all: (a) computer programs, whether in source code, object code or human readable form; (b) databases and compilations, including all data and collections of data, whether machine readable or otherwise; and (c) all documentation including user manuals and other training documentation relating to any of the foregoing.

"Subsidiary" or "Subsidiaries" of any Person means any corporation, partnership, limited liability company or other legal entity in which such Person (either alone or through or together with any other Subsidiary), owns, directly or indirectly, fifty percent (50%) or more of the capital stock or other equity or ownership interests, the holder of which is generally entitled to elect a majority of the board of directors or other governing body of such legal entity.

"Target Net Working Capital" means two million dollars ($2,000,000).

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, real property gains, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, escheat, unclaimed property, environmental, customs, duties, real property, special assessment, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, levy, fee, impost, duty or similar governmental charge, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing; the foregoing shall include any transferee or secondary Liability for a Tax and any Liability assumed by agreement or arising as a result of being (or ceasing to be) a member of any Affiliated Group (or by being included (or required to be included) in any Tax Return relating thereto).

"Tax Return" means any declaration, estimate, return, report, claim for refund, information statement, schedule or other document (including any related or supporting information), and including any amendment thereof with respect to Taxes filed or required to be filed with any Taxing Authority.

"Tax Sharing Agreement" means any written or unwritten agreement or

arrangement existing at any time at or before the Closing, binding the Company, that provides for the allocation, apportionment, sharing or assignment of any Tax liability or benefit, with the principal purpose of determining any other Person's Tax liability.

"Taxing Authority" means the IRS and any other federal, state, provincial or local Governmental Authority which has the right to impose Taxes.

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

"Transaction Expenses" means any fees, costs and expenses incurred or subject to reimbursement by the Company, in each case in connection with the Contemplated Transactions and not paid prior to the Closing, including: (a) any brokerage, finders' or other advisory fees, costs, expenses, commissions or similar payments; (b) any fees, costs and expenses of counsel, accountants or other advisors or service providers; (c) any fees, costs and expenses or payments of the Company related to any transaction bonus (including any payments made under the Transaction Bonus Agreements from the Transaction Bonus Pool), discretionary bonus, change-of-control payment, phantom equity payout, "stay-put", severance (including any payments made under the Release Agreements) or other compensatory payments made to any employee of the Company as a result of the execution of this Agreement or any Ancillary Agreement or in connection with the Contemplated Transactions (including the employer portion of any associated employment, payroll or similar Taxes); (d) the aggregate costs and expenses of obtaining the Cyber Tail; (e) any fees, costs, expenses or payments of the Company related to the termination of the Affiliate Lease; (f) the Business Equityholders' share, as determined pursuant to Section 5.07, of Transfer Taxes; (g) any and all additional funding amounts and contributions to the Cash Balance Plan paid following the Closing and all other costs or Liabilities incurred relating in any way to the freeze and termination of the Cash Balance Plan not covered by the assets already subject to the Cash Balance Plan; (h) any costs or Liabilities incurred by the Company in connection with the termination of the Company's 401(k) Plan; (i) any Unpaid Expenses Incurred; and (j) any other fees, costs, expenses or payments resulting from the change of control of the Company or otherwise payable in connection with the receipt of any Permit, consent or approval in connection with the Contemplated Transactions.

"Treasury Regulations" means the regulations promulgated under the Code.

"Unpaid Expenses Incurred" means accrued payroll expenses (including wages,

salary, commissions, bonuses, wages, employer's share of any payroll, withholding, social security or other similar Taxes, and employer matching under a 401(k) Plan) and the pro rata portion of outstanding vendor invoices for services provided to the Company prior to the Closing Date (but excluding Pre-Closing Taxes, Closing Indebtedness and Closing Transaction Expenses).

8.02 Other Capitalized Terms. The following terms shall have the meanings specified in the indicated section of this Agreement:

Term	**Section**
401(k) Plan	2.02(b)(16)
Affiliate Transaction	4.18
Agreement	Preamble
Amendments	2.02(b)(19)
Author	4.20(n)
Bankruptcy and Equity Exceptions	3.03
Board	Recitals
Bright HealthCare	5.13
Bright HealthCare Credited Amount	5.13
Bright HealthCare Receivables	5.13
Business Equityholders	Preamble
Business Equityholders Indemnified Party	6.02(b)
Buyer	Preamble
Buyer Adjustment Amount	1.03(b)(vi)
Buyer Indemnified Parties	6.02(a)
Buyer Tax Returns	7.02(b)
Cap	6.02(a)
Cash Purchase Price	1.02
Claims	5.10(a)
Claims Cut-Off Date	6.01
Closing	2.01
Closing Adjustment Escrow Account	1.05(a)
Closing Adjustment Escrow Amount	1.02
Closing Date	2.01
Closing Statement	1.03(b)(i)
Closing Transaction Expenses	1.03(a)
Company	Preamble
Company Balance Sheets	4.07(a)
Company Common Stock	Recitals
Company Indemnities	5.02(a)
Company Permits	4.17
Company Schedules	Article IV Preamble
Confidential Information	4.20(o)
Contingent Payment	1.04(a)
Contingent Payment Consideration	1.02
Copyrights	8.01

Term	Section
Cyber Tail	5.02(b)
D&O Indemnifiable Matters	5.02(a)
Deductible	6.02(a)
Deficiency Amount	1.03(b)(vi)
Dispute	9.16
Domain Names	8.01
Employee Retention Achievement Date	1.04(d)(ii)
Employee Retention Contingent Payment Amount	1.04(d)(ii)
Employee Retention Payment Trigger	1.04(d)(i)
Employment Agreements	Recitals
ERISA Affiliate	4.14(e)
Estimated Adjustment Amount	1.03(a)
Estimated Cash Purchase Price	1.03(a)
Final Adjustment Amount	1.03(b)(iv)
Financial Statements	4.07(a)
Forfeited Bonus Amount	5.12
Fundamental Representations and Warranties	6.01(b)
H1D	2.02(b)(19)
H1D Agreements	2.02(b)(19)
Humana	1.04(c)(ii)(1)
Humana Agreement	1.04(c)(ii)(1)
Humana Achievement Deadline	1.04(c)(ii)(2)
Humana Contingent Payment Amount	1.04(c)(i)
Humana Payment Trigger	1.04(c)(ii)
Indemnified Party	6.03(a)
Indemnifying Parties	6.03(a)
Indemnity Escrow Account	1.05(b)
Indemnity Escrow Amount	1.02
Independent Accountant	1.03(b)(ii)
Insurance Policies	4.16
Interim Financial Statements	4.07(a)
Invention Agreement	4.20(n)
IRS	2.02(b)(6)
Key Employee	Recitals
Latest Company Balance Sheet	4.07(a)
Leased Real Property	4.11(b)
Material Contracts	4.19(a)
Material Customers	4.21
Material Suppliers	4.21
Mini-Deductible	6.02(a)
Objection Disputes	1.03(b)(ii)
Objection Statement	1.03(b)(ii)
Other Plans	4.14(a)
Parties	Preamble
Party	Preamble

Term	Section
Patents	8.01
Pension Plans	4.14(a)
Permits	4.17
Plans	4.14(a)
Pre-Closing Statement	1.03(a)
Privacy Policy	4.20(p)
Purchase Price	1.02
Real Property Lease	4.11(b)
Real Property Leases	4.11(b)
Receivables	4.26
Registered Intellectual Property	4.20(a)
Related Party	4.18
Release Agreements	2.02(b)(13)
Released Parties	5.10(a)
Releasing Parties	5.10(a)
Restricted Period	5.05(a)
Restrictive Covenant Agreements	Recitals
Restrictive Covenants	5.05(d)
Retained Claims	5.10(a)
S Corporation	4.15(e)
S-Corporation Election	4.08(a)(xix)
Schedules	9.15
Seller's Representative	Preamble
Seller Tax Return	7.027.02(a)
Specified Matter	6.02(a)
Straddle Period	7.04
Tangible Assets	4.11(a)
Tax Contest	7.03
Third Party Claim	6.03(a)
Transaction Bonuses	5.12
Transaction Bonus Pool	5.12
Transaction Bonus Recipient	5.12
TMC	2.02(b)(18)
TMC Agreement	2.02(b)(18)
Trade Secrets	8.01
Trademarks	8.01
Transfer Taxes	5.07
Transaction Bonus Agreements	2.02(b)(14)
Trust	Recitals
WARN Act	4.13(b)
WellCare	1.04(b)(ii)(1)
WellCare Achievement Date	1.04(b)(ii)(2)
WellCare Contingent Payment Amount	1.04(b)(i)
WellCare Contract	1.04(b)(ii)(1)
WellCare Payment Trigger	1.04(b)(ii)

Term	Section
Welfare Plans	4.14(a)
Year-End Financial Statements	4.07(a)

ARTICLE IX

GENERAL PROVISIONS

9.01 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when personally delivered, one (1) day after deposit with Federal Express or similar overnight courier service, upon transmission by facsimile or electronic mail if a customary confirmation of transmission is received during normal business hours and, if not, the next Business Day after transmission or three (3) days after being mailed by first class mail, return receipt requested. Notices, demands and communications to the Buyer, Business Equityholders and the Company shall, unless another address is specified in writing, be sent to the addresses indicated below:

(a) if to the Buyer or to the Company to:

Sagility LLC
11000 Westmoor Circle, Suite 125
Westminster, CO 80021
Attention: Daniel B. Bailey
Email: Dan.Bailey@sagilityhealth.com

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

Cooley LLP
3175 Hanover Street
Palo Alto, CA 94304
Attention: Rishab Kumar
E-mail: rkumar@cooley.com
Telephone: (650) 843 5042

(b) if to the Seller's Representative or the Business Equityholders to:

Theodore J. Devlin and Julia A. Devlin
5505 W. Chandler Blvd., Suite 20
Chandler, AZ 85226
E-mail: ted.devlin.td@gmail.com; JulieDevlin@cox.net

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

Tiffany & Bosco, P.A.
2525 E. Camelback Rd., 7th Floor
Phoenix, AZ 85016

Attn.: James P. O'Sullivan and May Lu
Email(s): jpo@tblaw.com; mlu@tblaw.com
Telephone: 602-255-6017; 602-255-6032

9.02 Entire Agreement. This Agreement (including the Exhibits, Appendices and Schedules attached hereto), the Ancillary Agreements and the other documents delivered at the Closing pursuant hereto or thereto, contain the entire understanding of the Parties in respect of their subject matter and supersede all prior agreements and understandings (oral or written) between the Parties with respect to such subject matter, including but not limited to that certain Indication of Interest dated January 6, 2023 and that certain Non-Disclosure Agreement dated September 15, 2022. The Exhibits, Appendices and Schedules constitute a part hereof as though set forth in full above.

9.03 Expenses. Except as otherwise provided herein, the Parties shall pay their own fees and expenses, including their own counsel fees, incurred in connection with this Agreement and the Contemplated Transactions.

9.04 Amendment; Waiver. This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by the Buyer and the Seller's Representative. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the Parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts.

9.05 Binding Effect; Assignment. The rights and obligations of this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Nothing expressed or implied herein or therein shall be construed to give any other Person any legal or equitable rights hereunder. Except as expressly provided herein, the rights and obligations of this Agreement may not be assigned by the Parties, by operation of Law or otherwise, without the prior written consent of the Buyer and the Seller's Representative; provided, that without written consent of any Party, each of the Buyer or the Company may assign its rights and obligations to any of its Affiliates, but no assignment shall relieve the Buyer or the Company, as applicable, of any Liability hereunder. Any purported assignment in violation of this Section 9.05 shall be null and void *ab initio*.

9.06 Counterparts. This Agreement may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

9.07 Interpretation. Unless the express context otherwise requires:

(a) Any reference to any federal, state, local, or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise;

(b) The words "hereof," "herein" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(c) Words defined in the singular shall have comparable meaning when used in the plural, and vice versa;

(d) The words "Dollars" and "$" mean U.S. dollars;

(e) References herein to a specific Section, Subsection, Recital, Schedule, or Exhibit shall refer, respectively, to Sections, Subsections, Recitals, Schedules, Appendices or Exhibits of this Agreement;

(f) Whenever the word "include," "includes" or "including" is used in this Agreement; it shall be deemed to be followed by the words "without limitation";

(g) References herein to any gender shall include each other gender;

(h) References herein to any Person shall include such Person's heirs, executors, personal representatives, administrators, successors and assigns; provided, however, that nothing contained in this Section 9.07 is intended to authorize any assignment or transfer not otherwise permitted by this Agreement;

(i) References herein to a Person in a particular capacity or capacities shall exclude such Person in any other capacity;

(j) With respect to the determination of any period of time, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding";

(k) The word "or" shall be disjunctive but not exclusive;

(l) References herein to any Law shall be deemed to refer to such Law as amended, reenacted, supplemented or superseded in whole or in part and in effect from time to time and also to all rules and regulations promulgated thereunder;

(m) References herein to any Contract mean such Contract as amended, supplemented or modified (including any waiver thereto) in accordance with the terms thereof, except that with respect to any Contract listed on any schedule hereto, all such amendments, supplements or modifications must also be listed on such schedule;

(n) The words "provided," "delivered," "furnished," and "made available" to the Buyer shall mean that any such information or document was accessible by the Buyer at the Data Room as of the close of business on the Business Day immediately preceding the date of this Agreement;

(o) If the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, then the time for the giving of such notice or the performance of such action shall be extended to the next succeeding Business Day; and

(p) The Exhibits, Schedules, and Addendum A identified in this Agreement are incorporated herein by reference and made a part hereof.

9.08 Governing Law. This Agreement shall be construed in accordance with and governed for all purposes by the internal substantive Laws of the State of Delaware applicable to contracts executed and to be wholly performed within the State of Delaware without giving effect to principles of conflicts of Law.

9.09 Forum Selection and Consent to Jurisdiction. EXCEPT AS PROVIDED IN SECTION 5.05(d)(ii), EACH OF THE PARTIES AGREES THAT ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT BETWEEN THE PARTIES, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE CHANCERY COURT OF THE STATE OF DELAWARE, AND IF THE CHANCERY COURT OF THE STATE OF DELAWARE DENIES JURISDICTION (EACH PARTY HERBY AGREEING NOT TO CHALLENGE THE JURISDICTION OF THE CHANCERY COURT OF THE STATE OF DELAWARE OR APPROPRIATENESS OF SUCH VENUE), THEN ANY FEDERAL COURT OF NEW YORK OR ANY STATE COURT LOCATED IN NEW YORK COUNTY, IN THE STATE OF NEW YORK AND EACH OF THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. EACH OF THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

9.10 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR ANY TRANSACTIONS CONTEMPLATED HEREIN OR THEREIN. EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTIES HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL

WAIVER AND CERTIFICATIONS IN THIS SECTION 9.10.

9.11 Specific Performance. Each of the Parties agrees that this Agreement is intended to be legally binding and specifically enforceable pursuant to its terms and that the Parties would be irreparably harmed if any of the provisions of the Agreement are not performed in accordance with their specific terms and that monetary damages would not provide adequate remedy in such event. Accordingly, in addition to any other remedy to which a non-breaching Party may be entitled at Law and the remedies set forth in Section 5.05(d)(ii), a non-breaching Party shall be entitled to injunctive relief without the posting of any bond to prevent breaches of this Agreement and to specifically enforce the terms and provisions hereof.

9.12 Arm's Length Negotiations; Drafting. Each Party expressly represents and warrants to the other Parties that before executing this Agreement, such Party has fully informed itself of the terms, contents, conditions and effects of this Agreement; such Party has relied solely and completely upon its own judgment in executing this Agreement; such Party hereto has been apprised of the right to obtain independent legal, financial planning, investment, Tax, and securities counsel of his or its own with respect to the matters contained herein and to the expressed and unexpressed consequences of signing this Agreement (which is the result of arm's length negotiations conducted by and between the Parties and their respective counsel, if any) and has either done so or knowingly waived the right to do same. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT ONLY THEODORE J. DEVLIN AND JULIA A. DEVLIN HAVE BEEN REPRESENTED IN THIS MATTER BY TIFFANY & BOSCO, P.A. AND THAT ONLY THE BUYER HAS BEEN REPRESENTED IN THIS MATTER BY COOLEY LLP. Theodore J. Devlin and Julia A. Devlin further acknowledge that neither Tiffany & Bosco, P.A. nor any of its attorneys have provided any financial planning, investment, Tax, or securities advice in connection with this Agreement. This Agreement shall be deemed drafted jointly by the Parties and nothing shall be construed against one Party or another as the drafting Party.

9.13 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the Contemplated Transactions is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner so that the Contemplated Transactions may be consummated as originally contemplated to the fullest extent possible. The provisions of this Section 9.13 are in addition to the rights of the Parties set forth in Section 5.05(d)(iii).

9.14 No Third Party Beneficiary. Nothing in this Agreement shall confer any rights, remedies or claims upon any Person not a party or a permitted assignee of a Party to this Agreement, except as set forth in Section 5.02, Section 5.05(d)(ii), and Article VI.

9.15 Schedules. Any matter, information or item disclosed in the Buyers Schedules or the Company Schedules (collectively referred to herein as the "Schedules") delivered under any specific representation, warranty or covenant or Schedule number hereof,

shall be deemed to have been disclosed for all purposes of this Agreement in response to each other representation, warranty or covenant in this Agreement in respect of which the applicability of such disclosure is reasonably apparent on its face. The inclusion of any matter, information or item in any Schedule shall not be deemed to constitute an admission of any Liability by the Business Equityholders or the Company to any third party or otherwise imply that any such matter, information or item is material or creates a measure for materiality for the purposes of this Agreement.

9.16 Dispute Resolution.

(a) Alternative Dispute Resolution. Except as otherwise set forth in this Agreement or with respect to a Party's ability to seek equitable relief under this Agreement, in the event any claim or dispute arising out of or related to the interpretation, making, performance, or breach of this Agreement (referred to herein as a "Dispute") arises, the Parties shall resolve such Dispute in accordance with the terms and conditions of this Section 9.16.

(b) Informal Negotiation. In the event any Dispute arises, the aggrieved Party will provide the other Parties with a statement describing the Dispute in reasonable detail, and the Parties will use reasonable efforts, including telephone conferences or in-person meetings by representatives authorized to settle and resolve the Dispute within 10 Business Days.

(c) Mediation. If such Dispute cannot be so resolved within 10 Business Days, each Party agrees that as a precondition to the initiation of arbitration (other than to compel compliance with this Section 9.16 or seek injunctive relief), the Parties will submit the Dispute to mediation by a mutually agreed upon mediator and reasonably participate in such mediation. Such mediation shall take place in the state of Arizona.

(d) Binding Arbitration. If such Dispute between the Parties cannot be resolved through informal negotiation or mediation, the Parties shall submit the Dispute, to binding arbitration to be held in person in the state of Delaware. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the "Rules"). There shall be a single arbitrator selected by mutual agreement of the Parties, and in the absence of agreement, appointed according to the Rules. The Parties agree to the exchange of information as provided under the Rules, and further agree that the Parties may also issue requests for production of documents up to 25 categories of documents; up to 25 interrogatories; up to 25 requests for admissions; and may take up to 10 depositions per side of party and non-party witnesses. The arbitrator may issue subpoenas to third parties upon request of the Parties. Upon objection, the arbitrator may issue or decline to issue such subpoenas based upon a determination of the relevance of the information sought, the reasonableness of the request, and other appropriate considerations. Judgment on the award entered in the arbitration may be thereupon entered in any court having jurisdiction in accordance with Section 9.09, and shall be conclusive and binding upon the Parties. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in accordance with Section 9.09.

(e) Inadmissibility of Communications. All offers, promises, conduct and statements, whether oral or written, made pursuant to Section 9.16(b) or Section 9.16(c) by any of the Parties or their respective representatives, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any proceeding involving the Parties, *provided*, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in informal negotiations or mediation.

(f) Attorneys' Fees. Except to the extent otherwise provided in Article VI, the prevailing party in any arbitration, litigation, or any other Action among the Parties relating to this Agreement will be entitled to an award, in addition to such other relief as the arbitrator(s) or court, as applicable, may award, of the prevailing party's reasonable Attorneys' Fees and Costs, as determined by any arbitrator(s) or judge.

9.17 Attorney-Client Privilege. All communications involving attorney-client confidences among any of the Business Equityholders, the Seller's Representative, and the Company, on the one hand, and Tiffany & Bosco, P.A., on the other hand, relating to the negotiation, documentation and consummation of the Contemplated Transactions shall be deemed to be attorney-client confidences that belong solely to Theodore J. Devlin and Julia A. Devlin. Accordingly, the Company, the Buyer, and their Affiliates and successors shall not have access to any such communications or to the files of Tiffany & Bosco, P.A. relating to such engagement from and after the Closing Date. Without limiting the generality of the foregoing, from and after the Closing Date, (a) Theodore J. Devlin and Julia A. Devlin shall be the sole holders of the attorney-client privilege with respect to such engagement, and the Company shall be a holder thereof, (b) to the extent that files of Tiffany & Bosco, P.A. in respect of such engagement constitute property of the client, only Theodore J. Devlin and Julia A. Devlin (and not the Company) shall hold such property rights, and (c) Tiffany & Bosco, P.A. shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to the Company, the Buyer, or any of their Affiliates or successors by reason of any attorney-client relationship between Tiffany & Bosco, P.A. and Theodore J. Devlin and Julia A. Devlin or otherwise. Notwithstanding the foregoing, in the event that a dispute arises between the Buyer, the Company, or their Affiliates, on the one hand, and a third party (other than a Party to this Agreement), on the other hand, after the Closing, the Company, the Buyer or such Affiliate may assert the attorney-client privilege to prevent disclosure of confidential communications by Tiffany & Bosco, P.A. to such third party; provided, however, the Buyer, the Company, and their Affiliates may not waive such privilege without the prior written consent of the Seller's Representative, which consent will not be unreasonably withheld, conditioned or delayed.

ARTICLE X

SELLER'S REPRESENTATIVE

10.01 Appointment of the Seller's Representative. The Business Equityholders hereby irrevocably appoint the Seller's Representative to act on behalf of the Business Equityholders regarding any matter relating to or arising under this Agreement, the Escrow Agreement and the Contemplated Transactions, including for the purposes of: (i) receiving any payments due from the Buyer that are required under the terms of this Agreement to be paid to

the Business Equityholders and distributing such payments to the Business Equityholders, in accordance with this Agreement; (ii) taking any action on behalf of the Business Equityholders that may be necessary or desirable, as determined by the Seller's Representative in its sole discretion, in connection with (x) the indemnification provisions set forth in Article VI, (y) the provisions set forth is Section 1.03 or Section 1.04 and (z) the amendment of this Agreement in accordance with Section 9.04; (iii) accepting notices on behalf of the Business Equityholders in accordance with Section 9.01; (iv) executing and delivering, on behalf of the Business Equityholders any notices, documents or certificates to be executed by the Business Equityholders in connection with this Agreement or the Contemplated Transactions; and (v) granting any consent or approval on behalf of the Business Equityholders under this Agreement. As the Seller's Representative of the Business Equityholders under this Agreement, the Seller's Representative shall act as the agent for the Business Equityholders and shall have authority to bind the Business Equityholders in accordance with this Agreement.

10.02 Buyer Reliance. The Buyer may rely exclusively, without independent verification or investigation, upon all decisions, communications or writings made, given or executed by the Seller's Representative in connection with this Agreement, the Escrow Agreement and the Contemplated Transactions. The Buyer is entitled to deal exclusively with the Seller's Representative on all matters relating to this Agreement, the Escrow Agreement and the Contemplated Transactions. Any action taken or not taken or decisions, communications or writings made, given or executed by the Seller's Representative, for or on behalf of the Business Equityholders, shall be deemed an action taken or not taken or decisions, communications or writings made, given or executed by the Business Equityholders. Any notice or communication delivered by the Buyer to the Seller's Representative shall be deemed to have been delivered to the Business Equityholders. The Buyer shall be entitled to disregard any decisions, communications or writings made, given or executed by the Business Equityholders in connection with this Agreement, the Escrow Agreement or the Contemplated Transactions unless the same is made, given or executed by the Seller's Representative.

10.03 Appointment as Attorney-in-Fact and Agent. The Business Equityholders hereby appoints the Seller's Representative as the Business Equityholders' true and lawful attorney-in-fact and agent, with full powers of substitution and resubstitution, in the Business Equityholders' name, place and stead, in any and all capacities, in connection with this Agreement, the Escrow Agreement and the Contemplated Transactions, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with this Agreement, the Escrow Agreement and the Contemplated Transactions as fully to all intents and purposes as the Business Equityholders might or could do in person. The Seller's Representative shall promptly deliver to the Business Equityholders any notice received by the Seller's Representative on behalf of the Business Equityholders.

10.04 Survival. All of the powers granted to the Seller's Representative under this Agreement shall survive the Closing or any termination of this Agreement. The grant of authority provided herein is coupled with an interest and shall be irrevocable and survive the death or incompetency of the Business Equityholders.

10.05 Limitation on the Buyer's Liability. Notwithstanding anything to the

contrary set forth herein, the Buyer shall have no Liability to any Person, including the Business Equityholders, in respect of any action taken or not taken by the Seller's Representative or for any act or omission taken or not taken in reliance upon the actions taken or not taken or decisions, communications or writings made, given or executed by the Seller's Representative, including any failure of the Seller's Representative to distribute, or to distribute or sub divide in the correct amounts, any payments made to the Seller's Representative by the Buyer for distribution to the Business Equityholders or any other Person; it being understood that once the Buyer has made such a payment to the Seller's Representative for distribution to the Business Equityholders, or any other Person, such payment shall constitute a complete discharge of the relevant payment obligation of the Buyer.

10.06 Replacement of the Seller's Representative. If the Seller's Representative (i) dies or terminates its legal existence (if not an individual), (ii) becomes legally incapacitated or (iii) resigns from its position as Seller's Representative, then the Business Equityholders shall, as promptly as practicable thereafter, appoint a replacement Seller's Representative, which replacement Seller's Representative shall be reasonably acceptable to the Buyer. Such appointment shall be effective upon delivery of at least two (2) Business Days prior written notice to the Buyer and, thereafter, the replacement Seller's Representative shall be deemed to be the Seller's Representative for all purposes of this Agreement effective as of the date of appointment. Any obligation of the Buyer to take any action in respect of the Seller's Representative shall be suspended during any period that the position of Seller's Representative is vacant.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

SAGILITY LLC

By: Sreepathy Viswanathan
Name: Sreepathy Viswanathan
Title: Chief Corporate Development Officer

DEVLIN CONSULTING, INC.

By: DocuSigned by: Theodore J. Devlin B547466B145C41A
Name: Theodore J. Devlin
Title: President/CEO

BUSINESS EQUITYHOLDERS

DocuSigned by: Theodore J. Devlin B547466B145C41A
Theodore J. Devlin

DocuSigned by: Julia A. Devlin 33587A604A4B44F...
Julia A. Devlin

The Theodore J. Devlin and Julia A. Devlin Family Trust, dated March 17, 2020, as amended

By: DocuSigned by: Theodore J. Devlin B547466B145C41A
Name: Theodore J. Devlin
Title: Trustee

By: DocuSigned by: Julia A. Devlin 33587A604A4B44F...
Name: Julia A. Devlin
Title: Trustee

SELLER'S REPRESENTATIVE

DocuSigned by: Theodore J. Devlin B547466B145C41A
Theodore J. Devlin

Exhibit A

Form of Restrictive Covenant Agreement

[*Attached.*]

RESTRICTIVE COVENANT AGREEMENT

This RESTRICTIVE COVENANT AGREEMENT (this "Agreement"), dated as of April 18, 2023, is entered into by and among Sagility LLC ("Buyer"), Devlin Consulting, Inc. (the "Company") and [_____] (the "Restricted Party").

RECITALS

WHEREAS, Buyer, the Company, Theodore J. Devlin, Julia A. Devlin, The Theodore J. Devlin and Julia A. Devlin Family Trust, dated March 17, 2020, as amended, and Theodore J. Devlin, solely in his capacity as the Seller's Representative, have entered into that Stock Purchase Agreement, dated on or about the date hereof (the "Purchase Agreement"), pursuant to which and subject to the terms thereof, Buyer will acquire 100% of the issued and outstanding shares of common stock of the Company (the "Company Common Stock" and such acquisition, the "Transaction");

WHEREAS, as a condition and material inducement to Buyer entering into the Purchase Agreement and in order to assure that Buyer receives the full intended benefits of the Transaction and the goodwill of the Company associated therewith, Buyer has required that the Restricted Party enter into this Agreement and to abide by the restrictive covenants and obligations set forth herein; and

WHEREAS, the Restricted Party desires that the Transaction and the other transactions contemplated by the Purchase Agreement be consummated and, therefore, the Restricted Party is willing to enter into this Agreement and to abide by the restrictive covenants and obligations set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, together with other good and valuable consideration the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

AGREEMENT

1. DEFINED TERMS. Capitalized terms used but not otherwise defined herein shall be defined as in the Purchase Agreement.

2. ACKNOWLEDGEMENTS.

2.1 The Restricted Party acknowledges and agrees that (i) the Restricted Party has acquired highly valuable trade secrets and other Confidential Information (as defined below) relating to the Company's business; (ii) each restriction imposed by this Agreement is reasonable with respect to subject matter, time period and geographic area, is an integral part of the transactions contemplated by the Purchase Agreement (including the Transaction) and is necessary to protect and preserve the value of the Transaction to Buyer and the goodwill of the Company associated therewith; (iii) but for the Restricted Party's agreement to be bound by the agreements and covenants contained in this Agreement, Buyer would not have entered into or agreed to consummate the transactions contemplated by the Purchase Agreement (including the Transaction); (iv) the Company has engaged, and following the consummation of the Transaction will continue to engage, in the Business (as defined below) during the Restricted Period (as defined below); (v)

the Restricted Party is a key and significant member of either the management and/or the technical workforce of the Company; and (vi) competition by the Restricted Party, directly or indirectly, with the Business after consummation of the Transaction during the Restricted Period would have a material adverse impact on the Company's conduct of the Business, such that Buyer, the Company and their respective Subsidiaries would suffer irreparable harm from a breach of this Agreement by the Restricted Party and that monetary damages would not be an adequate remedy for any such breach.

2.2 The Restricted Party further acknowledges and agrees that (i) the Restricted Party desires to enter into this Agreement with all its provisions including the covenants set forth in Sections 3, 4, 5, 6 and 7 hereof (the "Restrictive Covenants") to facilitate the transactions contemplated by the Purchase Agreement (including the Transaction), (ii) the Restricted Party has been fully advised to obtain independent legal counsel as set forth in Section 9, (iii) compliance with the Restrictive Covenants will not create a significant hardship for the Restricted Party and (iv) the Restricted Party will receive benefits in connection with the transactions contemplated by the Purchase Agreement which the Restricted Party would not otherwise be entitled to receive in the absence of the agreement by the parties to the Purchase Agreement to enter into the Purchase Agreement and consummate the transactions contemplated thereby.

2.3 As used herein, "Confidential Information" means: (a) all information (whether or not specifically identified as confidential), in any form or medium that relates to the Company or any of the Company's partners, customers, suppliers, vendors, managers, officers, employees or its or their respective Affiliates, including internal business information (including strategic, business, accounting, financial, marketing or compensation plans, objectives, practices, methods, projections or programs), trade secrets, information relating to Contracts of the Company, any compilations of data and analyses, processes, methods, performance records and data, intellectual property, and any financial or other information (including all customer information); provided, that "Confidential Information" shall not include any information that (x) has become or becomes generally known by and available to the general public or generally known by and widely available for use within the industry, in each case, other than as a result of any act or omission by the Restricted Party or any of its representatives or Affiliates, (y) becomes available to the Restricted Party on a non-confidential basis from a third-party source following the Closing (provided, that such third party is not and was not known by the Restricted Party to be prohibited from disclosing the Confidential Information by any legal, fiduciary or contractual obligation) or (z) is independently developed by the Restricted Party following the Closing without reference to or use of any Confidential Information, and (b) the terms and conditions of the Purchase Agreement, this Agreement and the Ancillary Agreements.

3. NON-COMPETITION. For the duration of the period commencing on the Closing Date and ending on the third anniversary of the Closing Date (the "Restricted Period"), the Restricted Party agrees that it shall not, directly or indirectly, either for himself, herself or itself or for any other Person, participate or engage in any business or entity that is competitive with, the same as, or substantially similar to the Business (whether as a provider of products or services or as an owner, creditor, investor, operator, manager, employee, officer, director, consultant, advisor, representative or otherwise), directly or indirectly, anywhere in the United States, other than pursuant to relationships with Buyer or any of its Subsidiaries; *provided*, that ownership of less than 2% of the outstanding stock of any publicly-traded corporation shall not be deemed to be engaging solely by reason thereof in any of its business. A "Business" means any payment integrity solutions business or commercial enterprise that competes with the Company's business or any of its products (as offered of the date of the Closing Date) by engaging in the business of researching, developing or selling a Competing Product or any business or commercial activity the primary

responsibility of which is selling a Competing Product, anywhere in the United States of America. A "Competing Product" means any payment integrity solutions product or service that competes with any products or services developed, marketed, delivered, supported, provided, distributed, or otherwise made commercially available by or on behalf of the Company at any time since the Company's inception through the Closing Date.

4. NON-SOLICITATION. During the Restricted Period, the Restricted Party agrees that without the prior written consent of Buyer, he, she, or it shall not, and shall not directly or indirectly through another entity:

(a) solicit, persuade or attempt to persuade, or induce or attempt to induce any employee of Buyer or any of its Affiliates, to leave the employ of Buyer or any of its Affiliates or violate the terms of their contracts or any employment arrangements with Buyer or any of its Affiliates, including, without limitation, by offering employment to or hiring any such employee during such period, whether directly or indirectly, or on Restricted Party's behalf or on behalf of any third party; or

(b) solicit, persuade or attempt to persuade, or induce or attempt to induce any customer, supplier, vendor, service provider, lessor, licensor or other business relation of Company as of the Closing Date into any business relationship that interferes, or would reasonably be expected to interfere, with the business of the Buyer.

5. CONFIDENTIALITY. The Restricted Party has had access to information and materials of a highly sensitive nature (including Confidential Information) relating to the Company and the Business. Accordingly, in order to protect the value of the Transaction to Buyer (including the goodwill inherent in the Company and the trade secrets of the Company), the Restricted Party agrees that, from and after the date hereof, it shall not use for itself or anyone else, and shall not disclose to others, any Confidential Information, except to the extent such use or disclosure is required by applicable Law (in which event the Restricted Party shall, to the extent practicable, inform Buyer in advance of any such required disclosure, shall cooperate with Buyer and the Company in all reasonable ways and at Buyer's sole expense, in obtaining a protective order or other protection in respect of such required disclosure, and shall limit such disclosure to the extent reasonably possible while still complying with such requirements). The Restricted Party shall use all commercially reasonable care to safeguard any Confidential Information in its possession and to protect it against disclosure, misuse, espionage, loss and theft.

6. AGREEMENT NOT TO DISPARAGE. The Restricted Party hereby acknowledges and agrees that, during the Restricted Period, the Restricted Party shall not, directly or indirectly, make, communicate or publish, or cause to be made, communicated or published, verbally or in writing, whether anonymously or not, any statement, observation, opinion or information of a negative, defamatory or disparaging nature concerning Buyer, the Company, or any of their Affiliates or any of their respective employees, officers, directors, partners or members, or the business, products or services of Buyer, the Company, or any of their Affiliates. Notwithstanding the foregoing, such restrictions shall not apply to any truthful statements made to any Governmental Entity (including but not limited to communications made in the course of any governmental investigation or other action).

7. FUTURE EMPLOYMENT. The Restricted Party agrees that, during the Restricted Period, the Restricted Party will, within ten (10) days after accepting any employment with any individual or entity other than Buyer, the Company, or any of their Affiliates, advise Buyer of the identity of any such employer.

8. ENFORCEMENT. The Restricted Party agrees that, in the event of a breach or threatened breach of any of the Restrictive Covenants, Buyer and the Company, in addition to other rights and remedies existing in their favor, shall be entitled to specific performance and/or injunctive or other equitable relief from a court of competent jurisdiction in order to enforce, or prevent any violations of, the provisions hereof, in each case without the requirement of posting a bond or other security. The Restricted Party further waives any defense in any action for specific performance that a remedy at law would be adequate. If the final judgment of a court of competent jurisdiction declares any term or provision of this Agreement to be invalid or unenforceable, the parties hereto agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified to cover the maximum, duration, scope and area permitted by applicable Law.

9. ADVICE OF COUNSEL. Prior to execution of this Agreement, the Restricted Party was advised of the right to obtain independent legal of his own choice with respect to the matters contained herein and to the expressed and unexpressed consequences of signing this Agreement and has either done so or knowingly waived the right to do same.. In addition, the Restricted Party acknowledges and agrees that the Restrictive Covenants are reasonable, valid and enforceable in the context of this Agreement and the transactions contemplated by the Purchase Agreement (including the Transaction). The Restricted Party acknowledges that it has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. The Restricted Party further represents that in entering into this Agreement, the Restricted Party is not relying on any statements or representations made by any party to the Purchase Agreement or its directors, officers, employees, representatives, members or agents which are not expressly set forth in this Agreement, and that the Restricted Party is relying only upon the Restricted Party's own judgment and any advice provided by the Restricted Party's attorney(s), if any. THE RESTRICTED PARTY, THE BUYER, AND THE COMPANY ACKNOWLEDGE AND AGREE THAT ONLY THEODORE J. DEVLIN AND JULIA A. DEVLIN HAVE BEEN REPRESENTED IN THIS MATTER BY TIFFANY & BOSCO, P.A. AND THAT ONLY THE BUYER HAS BEEN REPRESENTED IN THIS MATTER BY COOLEY LLP.

10. MISCELLANEOUS.

10.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when received, if personally delivered, (ii) when transmitted (if transmitted by electronic email, provided that any such electronic email is followed by another form of delivery), (iii) the business day after it is sent, if sent by overnight delivery by a recognized overnight delivery service, or (iv) five business days after the date mailed, if sent by certified or registered mail, postage prepaid and return receipt requested. In each case, notice shall be sent as follows (provided, that any party may change the address, facsimile number or email address to which notices, requests, claims, demands and other communications hereunder are to be delivered by giving the other party notice in the manner set forth herein):

To Buyer or, following the Closing, the Company:

c/o Sagility LLC
11000 Westmoor Circle, Suite 125
Westminster, CO 80021
Attention: Daniel B. Bailey
Email: Dan.Bailey@sagilityhealth.com

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

Cooley LLP
3175 Hanover Street
Palo Alto, CA 94304
Attention: Rishab Kumar
Email: rkumar@cooley.com

To the Restricted Party:

[Name]
[Address]
Email: [_____]

10.2 Entire Agreement; Amendment; Assignment. This Agreement, the Purchase Agreement, and the Ancillary Agreements constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any provision of this Agreement may be amended, modified or waived if, and only if, such amendment, modification or waiver is in writing and signed, in the case of an amendment or modification, by each of the parties or in the case of a waiver, by the party against whom the waiver is to be effective. This Agreement shall not be assigned by any party hereto (whether by operation of law or otherwise) without the prior written consent of the other parties hereto; provided, however, that Buyer shall have the right to assign, without such consent but with prior notice to the Restricted Party, Buyer's and the Company's rights under this Agreement to one or more of its Affiliates or any acquirer of all or substantially all of the equity interests or assets of Buyer or the Company; provided, further, that such assignee(s) agrees to be bound by the terms of this Agreement.

10.3 Expenses. Except as otherwise provided in this Agreement, all fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement, including the fees and disbursements of counsel, shall be paid by the party incurring such fees or expenses.

10.4 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the parties and their successors and permitted assigns, and nothing herein, express or

implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.5 Governing Law; Jurisdiction; Venue; No Trial by Jury.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of Arizona, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. Each of the parties hereto (i) shall submit itself to the exclusive jurisdiction of the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court sitting in the State of Delaware and any federal appellate court therefrom) having subject matter jurisdiction in the event any dispute or claim that arises out of this Agreement, (ii) agrees that venue will be proper as to any Actions brought in any such court with respect to such a dispute, (iii) will not attempt to deny or defeat such personal jurisdiction or venue by motion or other request for leave from any such court and (iv) agrees to accept service of process at its address for notices pursuant to this Agreement in any such Action brought in any such court. Each of the parties hereto irrevocably waives any immunity to jurisdiction to which it may be entitled or become entitled (including sovereign immunity, immunity to pre-award attachment, post-award attachment or otherwise) in any Actions against it arising out of or based on this Agreement.

(b) EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR THE TRANSACTION. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY AND (D) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.5.

10.6 Counterparts. This Agreement may be executed in any number of counterparts (including by portable document format (.pdf) or other electronic means) with the same effect as if each of the parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

10.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse

to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

10.8 Construction. When a reference is made in this Agreement to an article, section, paragraph, clause, schedule or exhibit, such reference shall be deemed to be to this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." As used herein, words in the singular will be held to include the plural and vice versa (unless the context otherwise requires), words of one gender shall be held to include the other gender (or the neuter) as the context requires, and the terms "hereof," "herein," and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement. The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Buyer, the Company, or the Restricted Party whether under any rule of construction or otherwise, as a result of the identity of the party or parties who drafted this Agreement or any provision hereof.

10.9 Waivers. Except where a specific period for action or inaction is provided herein, neither the failure nor any delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The failure of a party to exercise any right conferred herein within the time required shall cause such right to terminate with respect to the transaction or circumstances giving rise to such right, but not to any such right arising as a result of any other transactions or circumstances.

10.10 Cumulative Remedies. All rights and remedies of any party are cumulative of each other and of every other right or remedy such party may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND THEREBY, the parties hereto have executed and delivered this Agreement as of the year and date first above written.

DEVLIN CONSULTING, INC.

By: _____
Name:
Title:

SAGILITY LLC

By: _____
Name:
Title:

RESTRICTED PARTY:

By: _____
Name:
Title:

Exhibit B

Form of Employment Agreements

[*Attached.*]

April 18, 2023

<<Candidate Name>>
<<Address>>

Dear <<Candidate Name>>,

I am pleased to extend an offer of continuing employment to you with Devlin Consulting, Inc. ("Devlin") for the position of **<<Title>>** at level **<<level>>**, reporting to <<Name & Title of Manager>>. The effective date of this offer letter agreement ("Agreement") will be the first business date following the closing of the acquisition of Devlin by Sagility LLC ("Sagility") as detailed in the Stock Purchase Agreement between Devlin, Sagility, and the other parties thereto (the "SPA"). This Agreement is conditioned upon the effective closing (the "Closing") of the anticipated transactions contemplated in the SPA. If the Closing does not occur, this Agreement will have no effect, will not be binding on Devlin, Sagility, or on you, and neither you, Devlin, nor Sagility shall have rights or obligations hereunder, even if it has been executed (with Devlin, Sagility, and their affiliates collectively referred to as, the "Company"). You and the Company are collectively referred to as the "Parties."

The description of this role and list of responsibilities will be provided by your Manager. Please carefully review the terms of this Agreement, including the work expectations in this letter and the attachment(s). You can acknowledge acceptance of the offer and these terms by signing and returning this Agreement.

1. Initial Compensation and Benefits:

a. *Base Salary.* Your initial salary will be $350,000 per year, paid bi-weekly ("Base Salary"). All sums payable will be reduced by all federal, state, local and other withholdings and similar taxes and payments required by applicable law.

b. *Bonus*. You are eligible for an Annual Performance Bonus at the target amount of 100% of your annual base salary linked to performance parameters as set forth on Attachment A and as otherwise specified by Sagility. The bonus year is January to December, and bonuses are paid upon closure of the performance review cycle. Bonus payouts are discretionary, subject to business conditions, company profitability, individual performance, and attainment of KRAs as determined by Sagility in its discretion.

c. *Benefits*. It is anticipated that for the remainder of calendar year 2023, or the applicable plan year, you shall continue to participate in the employee health benefit plans and programs maintained by Devlin, subject to the terms and conditions of such plans and programs. Thereafter, it is anticipated that you shall transition to and be eligible to participate in the employee benefit plans and programs maintained by Sagility for similarly-situated employees, subject to the terms and conditions of such plans and programs. You will no longer participate in any cash balance, profit sharing, 401k, and other similar benefit plan or program maintained by Devlin and will instead be eligible to participate in any similar plans and programs maintained by Sagility for similarly-situated employees.

2. General Terms of Employment.

a. *Generally Applicable Employment Terms*. You are expected to comply with all terms of employment that are generally applicable to Company employees, including the Sagility Code of Conduct, the Sagility Acceptable Use Policy, the Sagility Security Policy, and other Company policies and procedures as posted on the Company intranet through the PCI and HR sign-off portals. You acknowledge and agree that during your employment you may be required to perform services on behalf of the Company, in addition to Devlin. You also acknowledge and agree that your employment and this Agreement may be subsequently transferred and assigned from Devlin to

Sagility (or one of its affiliates), and any such transfer and assignment shall not constitute a termination of employment, give rise to "Good Reason" or otherwise breach or be prohibited by this Agreement.

b. *At-Will Employment.* Your employment is at-will, which means that employment is not for a fixed term and either you or the Company may terminate your employment at any time, for any reason, with or without cause.

c. *Remote Work Requirements*. If your role will involve or allow for remote work, you must meet applicable requirements for Home Work Environment, including a work space situated in a designated area that is separate and can be closed off from the rest of the home.

d. *Conflicts*. Without written permission from Sagility, you agree to not engage, directly or indirectly, in any other business or occupation, whether permanent, temporary or part-time. If working remotely, you must disclose to your manager if any household members works for a Company competitor, or advise your manager immediately if a household member will be working for a competitor. If a household member does work for a competitor, the offer of continued employment may be impacted based on conflict of interest issues.

3. Severance. If you are subject to an Involuntary Termination, and provided that you remain in compliance with the terms of this Agreement (including the conditions described below), the Company shall provide you with the following benefits (the "Severance Benefits"): the Company shall pay you, as severance, the equivalent of six (6) months of your Base Salary in effect as of the separation date, subject to standard payroll deductions and withholdings (the "Severance"). Provided the Separation Agreement (as discussed below) has become effective, the Severance will be paid as a continuation on the Company's regular payroll, beginning no later than the first regularly-scheduled payroll date following the twenty-first (21st) day after the effective date of your Separation Agreement. The receipt of the Severance Benefits will be subject to you signing and not revoking a separation agreement and general release of claims in a form reasonably satisfactory to the Company (the "Separation Agreement") by no later than the sixtieth (60th) day after your Separation from Service. No Severance Benefits be paid or provided until the Separation Agreement becomes effective. You must also resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective as of your Separation from Service.

4. Protection of Trade Secrets, Confidential Information and Related Property Rights. Your employment duties involve access to computer hardware, software, Trade Secrets and Confidential Information. You agree all Trade Secrets and Confidential Information, and copies thereof, obtained by you during your employment are confidential and shall remain the exclusive property of the Company, or, if applicable, its customers/vendors.

The confidentiality, property, and proprietary rights protections in this Agreement are in addition to, and not exclusive of, any and all other Company rights under federal and state law, including, but not limited to, rights provided under copyright laws, trade secret and confidential information laws, and laws concerning fiduciary duties.

During your employment with the Company, you agree you will not:

(i) use, disclose, reverse engineer, divulge, sell, exchange, furnish, give away, or transfer in any way, Trade Secrets or Confidential Information, unless such activity is required in connection with your job duties on behalf of the Company, or has been authorized in writing by an authorized representative of Sagility;

(ii) use, disclose, reverse engineer, divulge, sell, exchange, furnish, give away, or transfer in any way (a) any Confidential Information or Trade Secrets of any former employer or third party, or (b) any works of authorship developed in whole or in part by you during any former employment or for any other party, unless authorized in writing by the former employer or third party.

After your employment ends, for any reason, you agree to not use any Trade Secrets or Confidential Information for any purpose whatsoever. Your obligations with regard to Trade Secrets, remain in effect as long as the information constitutes a Trade Secret under applicable law. Your obligations with regard to Confidential Information, remain in effect for so long as such information constitutes Confidential Information.

Any and all such information made or used in the course of employment with the Company or at any Company place of business, including remote work locations, shall be and remain the Company's exclusive property and you shall have no interest therein, although you may have created or contributed to the creation of such information. You agree all memoranda, notes, records, papers or other documents and all copies thereof relating to the operations or business of the Company, some of which you may have prepared, and all objects associated therewith (such as models and samples) in any way obtained by you shall be the Company's property.

Notwithstanding anything to the contrary set forth in this Agreement, pursuant to the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)(1)), no individual shall be held criminally or civilly liable under federal or state law for the disclosure of a trade secret that: (1) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

5. Ownership; Assignment of Rights and License.

a. *Property of Sagility*. You acknowledge and agree that Sagility shall own, and you hereby assign and, upon future creation will automatically assign, to Sagility, all right, title and interest, including without limitation, all Intellectual Property Rights, in and to any existing and future Work Product (whether created prior to, on, or after the date you sign this Agreement) which you may conceive, make, author, devise, discover, reduce to practice, or develop (whether alone or in conjunction with another or others) (1) in whole or in part during your working time or (2) entirely outside of your working time and (A) is or was created within the scope of your employment by the Company, (B) is based on, results from, or is suggested by any work performed within the scope of your employment and is related to the Business or the Company's actual or demonstrably anticipated research or development, (C) has been or will be paid for by the Company, or (D) was created or improved in whole or in part through use of the Company's time, personnel, resources, data, facilities, equipment, Confidential Information, or Trade Secrets (collectively "Company IP"). Without limiting the foregoing, you also acknowledge and agree that all Company IP, to the extent protectable by copyright, shall constitute "work made for hire" pursuant to the United States Copyright Act (17 U.S.C. Section 101) and shall be owned upon its creation exclusively by Sagility. You further represent that, to your knowledge and belief, none of the Work Product will violate or infringe upon any right, patent, copyright, trademark or right of privacy, or constitute libel or slander against or violate any other rights of any person, firm or corporation, and that you will use your commercially reasonable efforts to prevent any such violation.

b. *Cooperation*. You shall not take any actions inconsistent with the provisions of this Section, including but not limited to the execution of any agreements with any third parties that may affect Sagility's title in and to any Company IP. At Sagility's request, you agree to perform, during or after your employment with the Company, any acts to transfer, perfect, and defend Sagility's ownership of and rights in and to the Company IP, including, but not limited to: (i) executing all documents and instruments (including additional written assignments to Sagility), whether for filing an application or registration for protection of the Company IP (an "Application") or otherwise under any form of intellectual property laws whether in the United States or elsewhere in the world, (ii) explaining the nature and technical details of construction and operation of the Company IP to persons designated by Sagility, (iii) reviewing and approving Applications and other related papers, or (iv) providing any other assistance reasonably required for the orderly prosecution of Applications; provided that Sagility will bear the expense of such cooperation, and that any ownership or rights so issued to you personally in the course of such cooperation will be assigned by you to Sagility or its designee without charge by you. You agree to provide additional evidence to support the foregoing if such evidence is considered necessary by Sagility, is in your possession or control, and is reasonably available and retrievable.

c. *Inventions Assigned to* the *United States*. In addition to the foregoing, you agree to assign to the United States government any and all right, title, and interest that you may have in and/or to any and all Work Product whenever such full title is required to be assigned to the United States by a contract between Sagility and the United States or any of its agencies.

d. *Disclosure; Maintenance of* Records. You agree to disclose to Sagility and provide it with a complete written description of any Work Product in which you are involved (solely or jointly with others) during your employment or during the twelve (12) month period following the end of your affiliation with the Company and the circumstances surrounding the creation of such Work Product, upon creation of such Work Product that may constitute Company IP, and upon request by Sagility. Your failure to provide such a disclosure or description to Sagility, or Sagility's failure to request such a disclosure or description from you, will not alter the rights of Sagility to any Work Product under this Section or otherwise. You further agree: (i) that you will not publish any Work Product without the prior written consent of Sagility or its designee; and (ii) to keep and maintain adequate and current written records of all Work Product made by you (solely or jointly with others) during the term of your employment with the Company. The foregoing records will be in the form of notes, sketches, drawings, laboratory notebooks, and/or any other format that may be required by Sagility. Such records will be available to and remain the sole property of Sagility at all times.

e. *Licensing and Use of Licensed Materials*. During your employment and after your employment with the Company ends, you hereby grant to Sagility an irrevocable, perpetual, nonexclusive, worldwide, royalty-free license to: (i) make, use, sell, copy, perform, display, distribute, or otherwise utilize copies of the Licensed Materials, (ii) prepare, use, and distribute derivative works based upon the Licensed Materials, and (iii) authorize others to do the same. You shall notify Sagility in writing of any Licensed Materials you deliver to the Company. You will not include in any Work Product that you deliver to the Company or use on its behalf, without the prior written approval of Sagility, any material which is or will be patented, copyrighted or trademarked by you or others unless you provide Sagility with the written permission of the holder of any patent, copyright or trademark owner for the Company to use such material in a manner consistent with then-current Sagility policy.

6. Prior Inventions. Patented or unpatented inventions, if any, which you made prior to the commencement of your employment with Devlin are excluded from the scope of this Agreement. To preclude any possible uncertainty, you have set forth on Attachment B attached hereto a complete list of all inventions that you have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of your employment with Devlin, that you wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If disclosure of any such Prior Invention would cause you to violate any prior confidentiality agreements that you are a party to, you understand that you are not to list such Prior Invention on Attachment B. Instead, you are to disclose in the applicable space on Attachment B, only a cursory name for each such invention, a listing of the party(s) to whom it belongs and the fact that full disclosure as to such invention has not been made for that reason. If no inventions are listed on Attachment B, you acknowledge and agree that that there are no Prior Inventions. You further agree that you shall not incorporate, or permit to be incorporated, Prior Inventions in any Work Product that may constitute Company IP without Sagility's prior written consent; provided that, if, in the course of your employment with the Company, you incorporate (whether intentionally or inadvertently) a Prior Invention into a Company product, process, machine, or Company IP, you hereby grant the Company a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention.

7. Return of Company Property/Materials. At Sagility's request or upon the termination of your employment, for any reason, you shall immediately return to Sagility all property belonging to the Company, including, but not limited to, mobile phone, keys, passcards, credit cards, confidential or proprietary lists (including, but not limited to, customer, supplier, licensor, and client lists), tapes, laptop computer, electronic storage device(s), software, computer files, marketing and sales materials, and any other property, record, document, or piece of equipment belonging to the Company. You shall not (a) retain any copies of the Company's property, including any copies existing in electronic form, which are in your possession, custody, or control, including cloud storage or similar, or (b) destroy, delete, or alter any Company property, including, but not limited to, any files stored electronically, without Sagility's prior written consent. The obligations in this Section shall also apply to any property which belongs to a third party, including, but not limited to, (i) any entity affiliated or related to the Company, or (ii) the Company's Customers, licensors, or suppliers.

In the case of the Company's physical property, such as a laptop, you understand that, as permitted by law, payment of final wages is dependent upon return of equipment. You agree the cost of the equipment may be deducted from any outstanding payments owed to you, and/or that your information may be forwarded to collection agencies, credit bureaus, or law enforcement authorities if such equipment return or cash back to Sagility do not occur, as permitted by law.

8. Restrictive Covenants and Post-Employment Obligations. In light of your position of trust and responsibility, you acknowledge and agree that the restrictive covenants below, are reasonable and necessary to protect the legitimate business interests of the Company, and they will not impair or infringe upon your right to work or earn a living when your employment with the Company ends, for any reason.

a. *Non-solicitation of Employees, Customers or Vendors.* You agree you are not subject to any legal duty, including by contract or agreement, that would prevent or prohibit you from performing your duties for the Company or complying with this Agreement, and you are not in breach of any legal duty, including any contract or agreement concerning Trade Secrets or Confidential Information, owned by any other person or entity. During your employment with the Company and in connection with the performance of those duties, you agree you will not breach any legal duty, contract, or agreement with any former employer or third party.

During your employment with the Company and for a period of one (1) year after such employment ends, for any reason, you agree you shall not, directly or indirectly, whether on behalf of yourself or any other person, solicit or seek to influence or induce any person who is then employed, or otherwise engaged by the Company, to leave the employment or service of the Company. This restriction does not apply to a general solicitation for employment, including online postings or other notices.

During your employment with the Company and for a period of one (1) year after your employment ends, for any reason, you shall not divert any customer or vendor away from transacting business with the Company or, in any way, encourage any customer or vendor to stop doing business with the Company.

b. *Non-Disparagement*. After your employment with the Company ends, you will not make disparaging or defamatory statements, whether written or oral, regarding the Company, or any of its current or former officers, directors, shareholders, or employees; provided that you may respond accurately and fully to any request for information if required by legal process, or in connection with a government investigation. In addition, nothing in this provision or this Agreement prohibits or restrains you from making disclosures protected under whistleblower provisions of federal or state law or from exercising your rights to engage in protected speech under Section 7 of the National Labor Relations Act, if applicable.

c. *Post-Employment Disclosure of Work Restrictions.* For one (1) year after your employment ends, you shall provide a copy of this Agreement to persons and/or entities for whom you work or consult as an owner, partner, joint venturer, employee, or independent contractor. During the one (1) year period after your employment ends, you authorize the Company to provide a copy of this Agreement to persons and/or entities for whom you work or consult as an owner, partner, joint venturer, employee, or independent contractor.

d. *Post-Employment Activities*. Once your employment with the Company ends, you acknowledge and agree that (i) you shall remove any reference to the Company as your current employer from any source you control, either directly or indirectly, including, but not limited to, any Social Media, and (ii) you are not permitted to represent yourself as currently being employed by the Company to any person or entity, including, but not limited to, on any Social Media. "Social Media" means any form of electronic communication (including, but not limited to, web sites for networking and micro blogging, LinkedIn, Facebook, Google+, Twitter, and/or Instagram) through which users create online communities to share information, ideas, personal messages, and other content.

9. Possible Injunctive Relief to Protect Trade Secrets, Confidential Information, or Restrictive Covenants. If you breach or threaten to breach Sections 4 to 8, you agree: (a) the Company would suffer irreparable harm; (b) it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by the Company; and (c) the Company shall be entitled to seek to equitable relief, including

injunctive relief or specific performance of the terms hereof. If Sagility seeks such equitable relief, you shall waive and shall not (i) assert any defense that the Company has an adequate remedy at law with respect to the breach, (ii) require that the Company submit proof of the economic value of any Trade Secret or Confidential Information, or (iii) require the Company to post a bond or any other security. Nothing contained in this Agreement shall limit the Company's right to any other remedies at law or in equity.

10. Mutual Agreement To Arbitrate Employment-Related Disputes.

a. *Mandatory Arbitration*. The Parties agree to waive the right to pursue or have resolved in a court of law disputes between them. The Parties agree that, except as specified herein, all disputes, claims, complaints, or controversies between or among them arising out of your employment relationship with or the termination thereof, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, shall be submitted to final and binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1-16, to the fullest extent permitted by law, administered by the American Arbitration Association ("AAA") in accordance with its Employment Arbitration Rules and Procedures (the "Rules"), available online at https://www.adr.org/aaa. Any arbitration shall be held in the state and county where you last performed services for the Company, or at such other mutually agreeable location.

b. *Covered Claims.* This commitment to arbitrate covers all grievances, disputes, claims, or causes of action (collectively, "Claims") in a federal, state or local court or agency under applicable federal, state or local laws, including Claims arising out of your employment with Sagility or the termination thereof, you may have against the Company or against their officers, directors, supervisors, managers, employees, or agents in their capacity as such or otherwise, or that the Company may have against you, except as set forth in Section 9 with respect to securing emergency injunctive relief or Section 10(c) of this Agreement. The Claims covered by this Agreement include, but are not limited to, Claims arising from or relating to the enforcement, breach, performance, or interpretation of this letter agreement, your employment with the Company, or the termination of your employment. Notwithstanding the foregoing or any other language in this Agreement, the Company reserves the right to pursue all available legal remedies related to disputes described in Section 4 and Section 8 of this Agreement or involving return of Company provided equipment without first attempting to arbitrate.

c. *Claims Not Covered*. This agreement to arbitrate shall not be mandatory for any Claim or cause of action to the extent applicable law prohibits subjecting such Claim or cause of action to mandatory arbitration and such applicable law is not preempted by the Federal Arbitration Act or otherwise invalid ("Excluded Claims"), including claims for workers' compensation, unemployment compensation benefits, , or any other claims that, as a matter of law, the Parties cannot agree to arbitrate pursuant to applicable federal or state law. Nothing herein shall be interpreted to mean you are precluded from filing complaints with the Federal Equal Employment Opportunity Commission, the National Labor Relations Board, or any other federal, state, or local governmental agency.

d. *Waiver of Class Action and Representative Action Claims*. Except for Excluded Claims, and unless you have affirmatively elected to opt out of the class and representative claim waiver contained this Section 9(d), you and the Company expressly intend and agree that: (i) class action and representative action procedures are hereby waived and shall not be asserted, nor will they apply, in any arbitration pursuant to this Agreement; (ii) each will not assert class action or representative action claims against the other in arbitration or otherwise; and (iii) you and the Company shall only submit their own, individual claims in arbitration and will not seek to represent the interests of any other person. You are voluntarily agreeing to waive the right to pursue or participate in any claims or controversies on a class or collective basis, or the consolidation or joinder of other claims or controversies involving any other employees or parties. You may elect to opt out of this class and collective action waiver on a prospective basis by notifying Human Resources in writing of your intent to opt out. To the extent the Parties' dispute involves both timely filed Excluded Claims and claims subject to this Agreement, the Parties agree to bifurcate and stay for the duration of the arbitration proceedings any such Excluded Claims.

e. *Waiver of Trial by Jury*. The Parties understand and fully agree that by entering into this Agreement to arbitrate, they are giving up their right to have a trial by jury or judge. The Parties anticipate that by entering into this Agreement, they will gain the benefits of a speedy and less expensive dispute resolution procedure.

f. *Arbitration Fees and Costs.* Sagility shall be responsible for the arbitrators' fees and expenses; *provided*, *however*, that you shall be responsible for paying initial filing fees, as applicable, if you are the party initiating the arbitration to the same extent filing fees would be required in a court action. Each Party shall pay its own costs and attorneys' fees, if any. However, if any Party prevails on a statutory claim which affords the prevailing Party attorneys' fees and costs, the arbitrator may award reasonable attorneys' fees and costs to the prevailing Party. Any dispute as to the reasonableness of any fee or cost shall be resolved by the arbitrator.

11. Definitions.

a. "Business" means (i) those activities, products, and services that are the same as or similar to the activities conducted and products and services offered and/or provided by the Company within twelve (12) months prior to termination of your employment with the Company, and (ii) the business of (a) designing, developing, marketing, selling, and implementing sales automation, customer relationship management (CRM), payment integrity services, and analytics software, and (b) providing consulting services, all for the health industry payors or providers.

b. "Cause" for termination means any one of the following events: (a) an intentional tort (excluding any tort relating to a motor vehicle) which causes substantial loss, damage or injury to the property or reputation of the Company or its subsidiaries; (b) any serious crime or intentional, material act of fraud or dishonesty against the Company; (c) the commission of a felony that results in other than immaterial harm to the Company's business or to the reputation of the Company or you; (d) habitual neglect of your reasonable duties (for a reason other than illness or incapacity) which is not cured within thirty (30) days after written notice thereof by the authorized representative(s) to you; (e) the disregard of written, material policies of the Company or its subsidiaries which causes other than immaterial loss, damage or injury to the property or reputation of the Company or its subsidiaries which is not cured within thirty (30) days after written notice thereof by the Company you; (f) failure to pass Company's standard background check and employment eligibility verification; (g) appearing on the List of Excluded Individuals/Entities as published by the US Department of Health and Human Services Office of the Inspector General, or in the Excluded Parties List as published by the US General Services Administration; or (h) any material breach of your ongoing obligation not to disclose Confidential Information and to assign Intellectual Property Rights developed during employment which, if capable of being cured, is not cured within thirty (30) days after written notice thereof by the Company to you.

c. "Confidential Information" means (1) information of the Company, to the extent not considered a Trade Secret under applicable law, that (a) relates to the business of the Company, (b) was disclosed to you or of which you became aware of as a consequence of your relationship with the Company, (c) possesses an element of value to the Company, and (d) is not generally known to the Company's competitors, and (2) information of any third party provided to the Company which it is obligated to treat as confidential, including, but not limited to, information provided to the Company by its licensors, suppliers, or customers. Confidential Information includes, but is not limited to, (i) methods of operation, (ii) price lists, (iii) financial information and projections, (iv) personnel data, (v) future business plans, (vi) the composition, description, schematic or design of products, future products, distribution plans or equipment of the Company or any third party, (vii) Company IP, (viii) advertising or marketing plans, (ix) products, packages, improvements, equipment, formulas, designs, processes, and (x) information regarding independent contractors, employees, clients, licensors, suppliers, Customers, Prospective Customers, or any third party, including, but not limited to, the names of Customers and Prospective Customers, Customer and Prospective Customer lists compiled by the Company, unless such compilation of data uses publicly available information, and Customer and Prospective Customer information compiled by the Company, unless such compilation of data uses publicly available information. Confidential Information shall not include any information that enters the public domain other than through any fault or act by you.

d. "Customer" means any person or entity to which the Company has sold its products or services.

e. "Good Reason" means a resignation from employment with the Company if the Company, without your written consent, takes any of the following actions: (a) a material diminution in your base compensation or

target bonus below the amount as of the date of this Agreement or as increased during the course of your employment with the Company, excluding one or more reductions (totalling no more than 20% in the aggregate) generally applicable to all similarly-situated employees; provided, however, that such exclusion shall not apply if the material diminution in your base compensation occurs within (i) 60 days prior to the consummation of a change in control where such change in control was under consideration at the time of your separation date or (ii) six (6) months after the date upon which such a change in control occurs; (b) a material diminution in your authority, title, duties or responsibilities; provided, however, that the foregoing shall not apply (i) where the Company ceases to be a distinct entity following a change in control and you are assigned equivalent responsibility but without the same title in the resulting organization, or are assigned an executive leadership role over the department in the resulting organization, or (ii) as a result of any transfer and assignment of your employment and this Agreement from Devlin to Sagility (or one of its affiliates) and resulting change to your title and reporting relationship to align with your status as a Sagility employee but with equivalent responsibility; (c) a change by more than 50 miles, without mutual consent, in the geographic location at which you must perform services (excluding, if you are a remote worker, a return to the office at your designated primary work location); or (d) any action or inaction that constitutes a material breach by the Company of this Agreement; provided, however, that for you to be able to terminate your employment with the Company on account of Good Reason, you must provide notice of the occurrence of the event constituting Good Reason and your desire to terminate your employment with the Company on account of such within ninety (90) days following the initial existence of the condition constituting Good Reason, and the Company must have a period of thirty (30) days following receipt of such notice to cure the condition. If the Company does not cure the event constituting Good Reason within such thirty (30) day period, you must resign from all positions you hold with the Company within thirty (30) days following the end of such thirty (30) day notice to cure period, unless the Company provides for an earlier termination date.

f. "Intellectual Property Rights" are all: (a) patents and associated reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part; (b) all inventions, whether patentable or not and whether or not reduced to practice; (c) registered and unregistered trademarks, service marks, certification marks, trade dress, logos, trade names, brand names, corporate names, business and product names, internet domain names, internet uniform resource locators, and internet protocol addresses and all goodwill associated with these rights; (d) Trade Secrets, industrial rights, industrial designs; (e) registered and unregistered works of authorship, copyrights, moral rights and publicity rights; (f) all rights to computer software, computer software source code, proprietary databases and mask works and all documentation and developer tools associated with these; (g) proprietary rights that are similar in nature to those enumerated in (a) through (f) anywhere in the world, (h) all enhancements and improvements to and all derivations of any of the rights enumerated in (a) through (g); and (i) all applications, registrations and documentation associated with the rights described in (a) through (g).

g. "Involuntary Termination" means a termination of your employment with the Company pursuant to either (i) a termination initiated by the Company without Cause, or (ii) your resignation for Good Reason, and provided in either case such termination constitutes a Separation from Service. An Involuntary Termination does not include any other termination of your employment, including a termination due to your death or disability.

h. "Licensed Materials" means any Work Product or other materials that (from any source), whenever created, which you have not prepared or originated in the performance of your employment, but which you provide to the Company or incorporate in any Company product or system or otherwise utilize for the benefit of the Company, or deliver to the Company or the Company's Customers, which (i) do not constitute Company IP, (ii) are created by you or of which you are otherwise in lawful possession, and (iii) you may lawfully utilize for the benefit of, or distribute to the Company or its Customers, regardless of whether they are resellers, distributors or end users.

i. "Prospective Customer" means any person or entity to which the Company has solicited to purchase the Company's products or services.

j. "Separation from Service" means a "separation from service," as defined under Treasury Regulation Section 1.409A-1(h).

k. "Trade Secrets" will be given its broadest possible interpretation under applicable federal and state law, including the Defend Trade Secrets Act of 2016, and will include without limitation, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, a list of actual customers, clients, licensors, or suppliers, or a list of potential customers, clients, licensors, or suppliers which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

l. "Work Product" means:

(a) any data, databases, materials, documentation, computer programs, inventions (whether or not patentable), designs, trademarks, trade dress, and/or works of authorship, including but not limited to, discoveries, ideas, concepts, properties, formulas, compositions, methods, programs, procedures, systems, techniques, products, improvements, innovations, writings, pictures, audio, video, images, and artistic works, and any related application or registrations, and each and every original, interim and final version, copy, replica, prototype, or other original work of authorship thereof or in any way related thereto, any and all reproductions, distribution rights, ancillary rights, performances, displays, derivative works, amendments, versions, modifications, copies, or other permutations of the foregoing, regardless of the form or type and the renewals and extensions thereof;

(b) any subject matter (including but not limited to any new and useful process, machine, manufacture, composition, or matter, or any new and useful improvement thereof) protected or eligible for protection under patent, copyright, proprietary database, trademark, trade dress, trade secret, rights of publicity, or other property rights, including all worldwide rights therein;

(c) any goodwill, commercial and economic benefits, relationship and contracts arising out of the items described in (a) and (b); and

(d) any Intellectual Property Rights included within and associated with the items described in (a), (b) and (c).

12. Miscellaneous.

a. *No Waiver or Modification; Assignment.* No provisions of this Agreement may be amended in any way unless such amendment is agreed to in writing, signed by you and an authorized representative of Sagility. No waiver by either Party of any breach of, or compliance with, any condition or provision of this Agreement by the other Party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No such waiver shall be enforceable unless authorized in writing by the Party against whom enforcement is sought. The Company may freely assign this Agreement to any successor or affiliate without your prior written consent. You may not assign any of your duties hereunder and you may not assign any of your rights hereunder without the written consent of Sagility.

b. *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties on the subject matter hereof and supersedes and replaces all other agreements or representations, oral or otherwise, expressed or implied, with respect to the subject matter hereof, including any prior offer letter with Devlin (excluding any confidentiality, intellectual property assignment and restrictive covenant agreement(s) or obligations). You acknowledge and agree that upon your acceptance of this Agreement, you will no longer be eligible for, nor entitled to, any compensation or benefits (including without limitation, any severance or change in control benefits) under any prior employment terms, offer letter, employment agreement, plan, program, policy or arrangement you may have entered into with Devlin or otherwise. By signing below, you also acknowledge that you have been paid all compensation owed for all hours worked by you as of the date of your signature.

c. *Release for use of Image*. During your employment and after your employment with the Company ends, you consent to the Company's use of your image, likeness, voice, or other characteristics in the Company's

products, services, or marketing or informational materials; provided, however, that any such uses following your termination of employment shall be consistent with the Company's uses as of and prior to the time of your termination. You release the Company from any cause of action which you have or may have arising out of the use, distribution, adaptation, reproduction, broadcast, or exhibition of such characteristics up to and including the date hereof.

d. *Survival, Severability, and Governing Law*. The obligations as forth under Sections 4, 5, 6, 7, 8, 9, 10, 11, and 12 will survive the termination of your employment and this Agreement. If a court of competent jurisdiction or arbitrator should decide that any of the provisions of this Agreement are not enforceable, in whole or in part, the Parties declare it is their intention that such unenforceable provisions be deemed reformed so that they apply only to the maximum extent to which they can be enforced. All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of Arizona.

e. *Voluntary Agreement*. By executing this Agreement, the Parties represent that they have been given the opportunity to fully review, comprehend and negotiate the terms of this Agreement. The Parties understand the terms of this Agreement and freely and voluntarily sign this Agreement.

Devlin Consulting, Inc.: _____

[insert name and title]

[Candidate Signature Page Follows]

<<Candidate Name>> : _____

Signature : _____

Personal Email Address : _____

Contact Number : _____

Date : _____

Attachment A: Annual Performance Bonus

This Attachment A sets forth general targets for your Annual Performance Bonus. The structure of the plan, targets, measurements and payment terms are based on management's discretion, which will be defined every year as part of strategic review, goal setting and performance review process in consultation with Participant.

2023 Calendar Year Baseline Targets:*

- CY 23 Revenue: $14.5m (60% weighting), inclusive of a credit of $2.5 million already billed to Bright towards the Revenue
- EBITDA without including KMP bonus: $9.5m (40% weighting)

2024 Calendar Year Baseline Targets: to be mutually agreed upon by the parties as part of the next annual strategic review cycle for goal setting

Bonus amounts are determined on a cascading scale based on target achievement and personal performance:

- Full $350,000 target bonus for 100-120% of target achievement [with at least a meets expectations performance rating]
- 50% of the target bonus for 80-100% of target achievement [with at least a partially met expectations performance rating]
- No bonus for less than 80% of target achievement [or with a below expectations performance rating]
- $400K bonus for 120-140% of target achievement [with at least an exceeds expectations performance rating]
- $500K bonus for over 140% of target achievement [with at least an outstanding performance rating]

* Target bonus of $350,000 will be weighted based on post-close pending target (i.e annual projection minus pre-close actual) divided by annual projection

* The Baseline Targets are those shared by you prior to the date hereof. Sagility will work with you to plan incremental growth investments over these Baseline Targets to firm up performance targets every year as part of Sagility's annual strategic review, goal setting and performance review process.

Attachment B: Prior Inventions

As required by Section 6, identify any rights in Inventions that have been made, conceived or acquired prior to employment with the Company or indicate “Not Applicable.”

Exhibit C

Escrow Agreement

[*Attached.*]

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of April ____, 2023 (the "Closing Date"), by and among Sagility LLC, a Delaware limited liability company ("Buyer"), and Theodore J. Devlin, in his capacity as the representative of the Business Equityholders (the "Seller's Representative" and, together with Buyer, sometimes referred to individually as a "Party" and collectively as the "Parties"), and Citibank, N.A., as escrow agent (the "Escrow Agent"). Capitalized terms used herein but not defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, in connection with the transactions contemplated by that certain Stock Purchase Agreement, dated as of the date hereof (together with all exhibits, schedules and annexes thereto, as amended, modified, supplemented or restated from time to time, the "Purchase Agreement"), by and among (i) Buyer, (ii) Devlin Consulting, Inc., an Arizona corporation (the "Company"), (iii) the Theodore J. Devlin and Julia A. Devlin Family Trust, dated March 17, 2020, as amended (the "Trust"), Theodore J. Devlin, and Julia A. Devlin (collectively, the "Business Equityholders"), and the Seller's Representative, the parties thereto have agreed to establish an escrow arrangement for the purposes set forth therein;

WHEREAS, pursuant to the terms of the Purchase Agreement, as soon as reasonably practicable following the Closing, but in no event later than one (1) Business Day following the Closing, Buyer shall, or shall cause to be paid, pay by wire transfer of immediately available funds, (i) an amount in cash equal to $500,000 (the "Adjustment Escrow Amount") to the Escrow Agent, (ii) an amount in cash equal to $2,000,000 (the "Indemnity Escrow Amount"), and (iii) an amount in cash equal to $3,420,000 (the "Transaction Bonus Pool Escrow Amount") to the Escrow Agent, in each case, to be held in escrow in accordance with the terms of this Agreement, the Purchase Agreement, and the Transaction Bonus Agreements; and

WHEREAS, Buyer and the Seller's Representative desire to constitute and appoint the Escrow Agent as escrow agent hereunder with respect to each of the Adjustment Escrow Amount and the Indemnity Escrow Amount, and the Escrow Agent is willing to assume and perform the duties and obligations of the escrow agent with respect thereto pursuant to this Agreement, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Appointment. The Parties hereby appoint and designate the Escrow Agent to accept and maintain possession of the Adjustment Escrow Account, the Indemnity Escrow Account, and the Transaction Bonus Pool Escrow Amount, as well as of the Adjustment Escrow Funds, the Indemnity Escrow Funds, and the Transaction Bonus Pool Escrow Funds (all as defined in Section 2 below) respectively deposited therein, and to act as escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and designation under the terms and conditions set forth herein.

2. Escrow Funds.

(a) Adjustment Escrow Fund. At the Closing, Buyer shall deposit, or shall cause to be deposited, with the Escrow Agent the Adjustment Escrow Amount via wire transfer of immediately available funds to an account designated by the Escrow Agent in writing. The Escrow Agent shall hold the Adjustment Escrow Amount, together with all products and proceeds thereof, including all interest, dividends, gains and other income (if any) (collectively, the "Adjustment Escrow Earnings") earned with respect thereto (collectively, the "Adjustment Escrow Funds") in a separate and distinct account (the "Adjustment Escrow Account"), subject to the terms and conditions of this Agreement. The Escrow Agent shall promptly acknowledge to Buyer and the Seller's Representative its receipt of the Adjustment Escrow Amount in writing.

(b) Indemnity Escrow Fund. At the Closing, Buyer shall deposit, or shall cause to be deposited, with the Escrow Agent the Indemnity Escrow Amount via wire transfer of immediately available funds to an account designated by the Escrow Agent in writing. The Escrow Agent shall hold the Indemnity Escrow Amount, together with all products and proceeds thereof, including all interest, dividends, gains and other income (if any) (collectively, the "Indemnity Escrow Earnings") earned with respect thereto (collectively, the "Indemnity Escrow Funds") in a separate and distinct account (the "Indemnity Escrow Account"), subject to the terms and conditions of this Agreement. The Escrow Agent shall promptly acknowledge to Buyer and the Seller's Representative its receipt of the Indemnity Escrow Amount in writing.

(c) Transaction Bonus Pool Escrow Fund. At the Closing, Buyer shall deposit, or shall cause to be deposited, with the Escrow Agent the Transaction Bonus Pool Escrow Amount via wire transfer of immediately available funds to an account designated by the Escrow Agent in writing. The Escrow Agent shall hold the Transaction Bonus Pool Escrow Amount, together with all products and proceeds thereof, including all interest, dividends, gains and other income (if any) (collectively, the "Transaction Bonus Pool Escrow Earnings" and together with the Adjustment Escrow Earnings and Indemnity Escrow Earnings, the "Escrow Earnings") earned with respect thereto (collectively, the "Transaction Bonus Pool Escrow Funds" and together with the Adjustment Escrow Funds and the Indemnity Escrow Funds, the "Escrow Funds") in a separate and distinct account (the "Transaction Bonus Pool Escrow Account" and together with the Adjustment Escrow Account and the Indemnity Escrow Account, the "Escrow Accounts"), subject to the terms and conditions of this Agreement. The Escrow Agent shall promptly acknowledge to Buyer and the Seller's Representative its receipt of the Transaction Bonus Pool Escrow Amount in writing.

(d) Escrow Earnings. For greater certainty, all Escrow Earnings (if any) on the Escrow Funds shall be retained by the Escrow Agent and, if applicable, reinvested in accordance with the terms of this Agreement but shall nevertheless be available in the respective Escrow Funds on which they were earned and shall become part of such Escrow Funds, and shall be disbursed as part of the respective Escrow Funds in accordance with the terms and conditions of this Agreement.

3. Investment of Escrow Funds.

(a) Unless otherwise instructed in writing by the Parties, the Escrow Agent shall invest the Escrow Funds in an interest bearing deposit obligation of Citibank N.A., which has

an initial interest rate of 3% (300 bps), insured by the Federal Deposit Insurance Corporation ("FDIC") to the applicable limits. The Parties acknowledge that the initial interest rate is subject to change from time to time and shall be reflected in the monthly statement provided to the Parties. The Escrow Funds shall at all times remain available for distribution in accordance with Section 4 below.

(b) The Escrow Agent shall send an account statement with respect to the (i) Adjustment Escrow Account to each of the Parties on a monthly basis reflecting activity in the Adjustment Escrow Account for the preceding month, (ii) Indemnity Escrow Account to each of the Parties on a monthly basis reflecting activity in the Indemnity Escrow Account for the preceding month, and (iii) Transaction Bonus Pool Escrow Account to each of the Parties on a monthly basis reflecting activity in the Transaction Bonus Pool Escrow Account for the preceding month, in each case including, as applicable, receipt, investment, reinvestment and disbursement of Adjustment Escrow Funds, Indemnity Escrow Funds, and Transaction Bonus Pool Escrow Funds, respectively.

(c) The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the escrowed property, as applicable, provided that the Escrow Agent has made such investment, reinvestment or liquidation of the escrowed property in accordance with the terms, and subject to the conditions, of this Agreement. The Escrow Agent does not have a duty nor will it undertake any duty to provide investment advice.

4. Disposition and Termination of the Escrow Funds.

(a) Escrow Funds. The Parties shall act in accordance with, and the Escrow Agent shall hold and release the Escrow Funds as provided in, this Section 4(a) as follows:

(i) Upon receipt of the Adjustment Joint Release Instruction (as defined below), the Escrow Agent shall promptly, but in any event within two (2) Business Days after receipt of such Adjustment Joint Release Instruction, distribute all of the Adjustment Escrow Funds in accordance with such Adjustment Joint Release Instruction.

(ii) Upon receipt of an Indemnity Joint Release Instruction (as defined below), with respect to the Indemnity Escrow Funds, the Escrow Agent shall promptly, but in any event within two (2) Business Days after receipt of such Indemnity Joint Release Instruction, distribute all or part of the Indemnity Escrow Funds in accordance with such Indemnity Joint Release Instruction. The Escrow Agent shall continue to hold the remaining Indemnity Escrow Funds, if any, in the Indemnity Escrow Account in accordance with the terms of this Agreement until such Indemnity Escrow Funds are to be otherwise delivered in accordance with the terms hereof. The Parties agree to execute and deliver Indemnity Joint Release Instructions to the Escrow Agent in accordance with subsections (A) and (B) immediately below:

(A) On or before the third (3rd) Business Day after the date that is eighteen (18) months after the Closing Date the ("Indemnity Escrow Expiration Date"), Buyer will notify the Seller's Representative in writing of the amount that Buyer determines in good faith to be necessary to satisfy all claims for indemnification, compensation or reimbursement that have

been asserted in any written notice pursuant to Section 6.04 of the Purchase Agreement that was delivered to the Seller's Representative on or prior to the Indemnity Escrow Expiration Date but not resolved, at or prior to such time (each such claim a "Continuing Claim" and such amount, the "Retained Escrow Amount"). Within five (5) Business Days following the Indemnity Escrow Expiration Date, Buyer and the Seller's Representative shall deliver an Indemnity Joint Release Instruction to the Escrow Agent instructing the Escrow Agent to release from the Indemnity Escrow Account an amount in the aggregate equal to (i) the Indemnity Escrow Funds as of the Indemnity Escrow Expiration Date, *minus* (ii) the Retained Escrow Amount to an account designated by the Seller's Representative for distribution to the Trust.

(B) After resolution and payment of a Continuing Claim, Buyer and the Seller's Representative shall deliver an Indemnity Joint Release Instruction to the Escrow Agent instructing the Escrow Agent to release from the Indemnity Escrow Account an amount in the aggregate equal to (i) the Retained Escrow Amount as of the date of such resolution and payment (as reduced from time to time pursuant to the terms of the Purchase Agreement), *minus* (ii) the amounts that Buyer determines in good faith to be necessary to satisfy other Continuing Claims (which amounts will continue to be held as the Retained Escrow Amount) to an account designated by the Seller's Representative for distribution to the Trust.

(iii) Upon receipt of a Transaction Bonus Pool Release Instruction (as defined below), with respect to the Transaction Bonus Pool Escrow Funds, the Escrow Agent shall promptly, but in any event within two (2) Business Days after receipt of such Transaction Bonus Pool Release Instruction, distribute all or part of the Transaction Bonus Pool Funds in accordance with such Transaction Bonus Pool Release Instruction. The Escrow Agent shall continue to hold the remaining Transaction Bonus Pool Escrow Funds, if any, in the Transaction Bonus Pool Account in accordance with the terms of this Agreement until such Transaction Bonus Pool Escrow Funds are to be otherwise delivered in accordance with the terms hereof. Buyer agrees to execute and deliver a Transaction Bonus Pool Release Instruction to the Escrow Agent in accordance with subsection (A) immediately below:

(A) Within 30 days after the date that is the second (2^{nd}) anniversary of the Closing Date (the "Transaction Bonus Pool Escrow Expiration Date"), Buyer shall deliver a Transaction Bonus Pool Release Instruction to the Escrow Agent instructing the Escrow Agent to release from the Transaction Bonus Pool Escrow Account an amount equal to the Transaction Bonus Pool Escrow Funds as of the Transaction Bonus Pool Escrow Expiration Date to an account designated by the Seller's Representative for distribution to the Trust.

(iv) Either Party may deliver a copy of an Adjustment Final Determination (as defined below) to the Escrow Agent, stating the amount due to Buyer and/or the account of the Seller's Representative (for payment to the Trust) or such other Person designated by the Seller's Representative from the Adjustment Escrow Funds and, if applicable, the Indemnity Escrow Funds, and upon receipt of the Adjustment Final Determination, the Escrow Agent shall promptly, but in any event by the fifth (5th) Business Day following receipt of such Adjustment Final Determination, disburse as directed, part or all, as the case may be, of the Adjustment Escrow Funds (but only to the extent funds are available in the Adjustment Escrow Funds) and, to the extent that the amount due under the Adjustment Final Determination exceeds the funds available in the Adjustment Escrow Funds, the Indemnity Escrow Funds, in accordance with such

Adjustment Final Determination. The Escrow Agent will act on such Adjustment Final Determination without further inquiry.

(v) Either Party may deliver a copy of an Indemnity Final Determination (as defined below) to the Escrow Agent, with a copy to the other Party, stating the amount due to Buyer and/or the account of the Seller's Representative (for payment to the Trust) or such other Person designated by the Seller's Representative from the Indemnity Escrow Funds, and upon receipt of the Indemnity Final Determination, the Escrow Agent shall promptly, but in any event by the fifth (5th) Business Day following receipt of such Indemnity Final Determination, disburse as directed, part or all, as the case may be, of the Indemnity Escrow Funds (but only to the extent funds are available in the Indemnity Escrow Funds) in accordance with such Indemnity Final Determination. The Escrow Agent will act on such Indemnity Final Determination without further inquiry.

(vi) All distributions of any part of the Escrow Funds shall be made by wire transfer of immediately available funds or check as set forth in a Joint Release Instruction, a Transaction Bonus Pool Release Instruction, or a Final Determination, as applicable.

(vii) Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of any funds on deposit in any Escrow Account under the terms of this Agreement must be in writing, executed by the appropriate Party or Parties as evidenced by the signatures of the Person or Persons set forth on Exhibit A-1 and Exhibit A-2 and delivered to the Escrow Agent either (i) by confirmed facsimile only at the fax number set forth in Section 11 below or (ii) attached to an e-mail received on a Business Day from an e-mail address set forth in Section 11 below. In the event a Joint Release Instruction, a Transaction Bonus Pool Release Instruction, or a Final Determination is delivered to the Escrow Agent, whether in writing, by e-mail, by facsimile or otherwise, the Escrow Agent is authorized to seek confirmation of such instruction by telephone call back to the Person or Persons designated in Exhibits A-1 and/or A-2 annexed hereto (the "Call Back Authorized Individuals"), and the Escrow Agent may rely upon the confirmations of anyone purporting to be a Call Back Authorized Individual. To assure accuracy of the instructions it receives, the Escrow Agent may record such call backs. If the Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, it will not execute the instruction until all such issues have been resolved. The Persons and telephone numbers for call backs may be changed only in writing, executed by an authorized signer of applicable Party set forth on Exhibit A-1 or Exhibit A-2, actually received and acknowledged by the Escrow Agent.

(b) Certain Definitions.

(i) "Adjustment Final Determination" means the Closing Statement as determined pursuant to and as defined in Section 1.03(b) of the Purchase Agreement, together with (A) a certificate of the prevailing Party to the effect that such Closing Statement has been determined pursuant to and as defined in Section 1.03(b) of the Purchase Agreement and is final and non-appealable and (B) the written payment instructions of the prevailing Party (in the case of the Seller's Representative, the written payment instructions of the Trust) to effectuate such order.

(ii) "Adjustment Joint Release Instruction" means the joint written instruction executed by an authorized signer of each of Buyer and the Seller's Representative directing the Escrow Agent to disburse all or a portion of the Adjustment Escrow Funds, as applicable.

(iii) "Business Day" means any day that is not a Saturday, a Sunday or other day on which the Federal Reserve Bank of New York, New York is closed.

(iv) "Final Determination" means an Adjustment Final Determination or an Indemnity Final Determination, as applicable.

(v) "Indemnity Final Determination" means a final decision of an arbitrator in accordance with Section 9.16 of the Purchase Agreement instructing the Escrow Agent as to the disbursement of any amount from the Indemnity Escrow Account, together with a certificate of the prevailing Party to the effect that such decision has been issued in accordance with Section 9.16 of the Purchase Agreement and is final and non-appealable and from an arbitrator having proper authority and, in each case, the written payment instructions of the Parties or prevailing Party (in the case of the case of the Seller's Representative, the written payment instructions of the Trust), as applicable, to effectuate such order, as applicable.

(vi) "Indemnity Joint Release Instruction" means the joint written instruction executed by an authorized signer of each of Buyer and the Seller's Representative directing the Escrow Agent to disburse all or a portion of the Indemnity Escrow Funds, as applicable.

(vii) "Joint Release Instruction" means any of the Adjustment Joint Release Instruction and the Indemnity Joint Release Instruction.

(viii) "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

(ix) "Transaction Bonus Pool Release Instruction" means the written instruction executed by an authorized signer of Buyer directing the Escrow Agent to disburse all or a portion of the Transaction Bonus Pool Escrow Funds, as applicable.

5. Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, which shall be deemed purely ministerial in nature, and no duties, including but not limited to any fiduciary duties, shall be implied. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between the Parties, in connection herewith, if any, including, without limitation, the Purchase Agreement and the Transaction Bonus Agreements, nor shall the Escrow Agent be required to determine if any Person has complied with any such agreements, nor shall any additional obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement. Notwithstanding the terms of any other agreements between the Parties, the terms and conditions of this Agreement will control the actions of the Escrow Agent. The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any Joint Release

Instruction, Transaction Bonus Pool Release Instruction, or a Final Determination furnished to it hereunder and reasonably believed by it to be genuine and to have been signed by an Authorized Representative (defined below) of the proper Party or Parties. Concurrent with the execution of this Agreement, the Parties shall deliver to the Escrow Agent Authorized Representative's forms in the form of Exhibit A-1 and Exhibit A-2 attached hereto. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or reasonable request. The Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Funds. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any Party hereto which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in a Joint Release Instruction, a Transaction Bonus Pool Release Instruction, or a Final Determination. In the event that the Escrow Agent does not receive any written response from either Buyer or the Seller's Representative after delivery of at least three notices by the Escrow Agent to Buyer and the Seller's Representative requesting an instruction or update on the status of the Escrow Funds, the Escrow Agent may interplead all of the assets held hereunder into a court of competent jurisdiction or may seek a declaratory judgment with respect to certain circumstances, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets or any action or nonaction based on such declaratory judgment. The Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder. The Escrow Agent will not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that the Escrow Agent's fraud, gross negligence or willful misconduct was the cause of any direct loss to either Party. To the extent practicable, the Parties agree to pursue any redress or recourse in connection with any dispute (other than with respect to a dispute involving the Escrow Agent) without making the Escrow Agent a party to the same. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for any special, indirect, punitive, incidental or consequential losses or damages of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such losses or damages and regardless of the form of action.

6. Resignation and Removal of Escrow Agent. The Escrow Agent (a) may resign and be discharged from its duties or obligations hereunder by giving thirty (30) calendar days advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect or (b) may be removed, with or without cause, by the Parties acting jointly at any time by providing written notice to the Escrow Agent. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's line of business may be transferred, shall be the Escrow Agent under this Agreement without further act. The Escrow Agent's sole responsibility after such thirty (30) day notice period expires or after receipt of written notice of removal shall be to hold and safeguard the Escrow Funds (without any obligation to reinvest the same) and to deliver the same (i) to a substitute or successor escrow agent pursuant to a joint written designation from the Parties, (ii) as set forth in a Joint Release Instruction or (iii) in accordance with the directions of a Final Determination, and, at the time of such delivery, the Escrow Agent's obligations hereunder shall cease and terminate. In the event the Escrow Agent resigns, if the Parties have failed to appoint a successor escrow

agent prior to the expiration of thirty (30) calendar days following receipt of the notice of resignation, the Escrow Agent may, after delivering notice to the Parties of its intention to do so, petition any court of competent jurisdiction for the appointment of such a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the Parties hereto.

7. Fees and Expenses. All of the fees and expenses of the Escrow Agent, as described in Schedule 1 attached hereto, shall be paid by the Seller's Representative. The fees agreed upon for the services to be rendered hereunder are intended as full compensation for the Escrow Agent services as contemplated by this Agreement.

8. Indemnity. Each of Buyer and the Seller's Representative (solely on behalf of the Business Equityholders in his capacity as the Seller's Representative, not in his individual capacity) shall jointly and severally indemnify, defend, and hold harmless the Escrow Agent and its affiliates and their respective successors, assigns, directors, officers, agents and employees (the "Indemnitees") from and against any and all out-of-pocket losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings, litigation, reasonable investigations, costs or expenses (including the reasonable and documented out-of-pocket fees and expenses of one outside counsel and all reasonable, documented out-of-pocket expense of document location, duplication and shipment) (collectively "Escrow Agent Losses") arising out of or in connection with (a) the Escrow Agent's faithful execution and performance of this Agreement, tax reporting or withholding made in accordance with Section 9 of this Agreement, or its enforcement against any such Party of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any good faith act, omission or error of the Indemnitee in connection with this Agreement, except to the extent that such Escrow Agent Losses, as adjudicated by a court of competent jurisdiction, have been caused by the fraud, gross negligence or willful misconduct of an Indemnitee, or (b) its following any instructions included in a Joint Release Instruction, a Transaction Bonus Pool Release Instruction, or a Final Determination; provided, however, that each of Buyer and the Seller's Representative agree that, as between Buyer, on the one hand, and the Seller's Representative, on the other hand, any indemnification obligations under this Section 8 shall be borne by the Party or Parties (in the case of the Seller's Representative, solely on behalf of the Business Equityholders) determined by a court of competent jurisdiction to be responsible for causing the loss, damage, liability, cost or expense against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then 50% by Buyer and 50% by the Seller's Representative (solely on behalf of the Business Equityholders). All of Seller's Representative's liabilities, costs, and expenses under this Agreement will be borne on behalf of the Business Equityholders. The provisions of this Section 8 shall survive the resignation or removal of the Escrow Agent and the termination of this Agreement.

9. Tax Matters.

(a) The Parties agree that for U.S. federal (and applicable state and local) income tax reporting purposes, while the Adjustment Escrow Funds, Transaction Bonus Pool Escrow Funds and the Indemnity Escrow Funds are held by the Escrow Agent, the Trust shall be treated as the owner of the Adjustment Escrow Funds, Transaction Bonus Pool Escrow Funds and the Indemnity Escrow Funds for Tax purposes and shall be responsible for and be the taxpayer on all Taxes due on the interest or income earned, if any, on the Adjustment Escrow Funds,

Transaction Bonus Pool Escrow Funds and the Indemnity Escrow Funds for the calendar year in which such interest or income is earned, whether or not such amounts were disbursed during such year. The Escrow Agent shall report any interest or income earned on the Adjustment Escrow Funds, Transaction Bonus Pool Escrow Funds and the Indemnity Escrow Funds, if any, to the United States Internal Revenue Service ("IRS") or other taxing authority and the Trust on IRS Form 1099-INT (or other appropriate form). Prior to the date hereof, the Parties shall provide the Escrow Agent with certified tax identification numbers for each themselves and the Trust by furnishing appropriate IRS Forms W-9 or the appropriate series of IRS Form W-8, as applicable, and such other forms and documents that the Escrow Agent may reasonably request.

(b) The Escrow Agent shall be responsible only for income reporting to the IRS and the Trust with respect to income earned on the Escrow Funds, if any. The Escrow Agent shall withhold any taxes required to be withheld by applicable law, including but not limited to required withholding in the absence of proper tax documentation, and shall remit such taxes to the appropriate authorities.

(c) The Escrow Agent, its affiliates, and its employees are not in the business of providing tax or legal advice to any taxpayer outside of Citigroup, Inc. and its affiliates. This Agreement and any amendments or attachments hereto are not intended or written to be used, and may not be used or relied upon, by any such taxpayer or for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

10. Covenant of Escrow Agent. The Escrow Agent hereby agrees and covenants with the Parties that it shall perform all of its obligations under this Agreement and shall not deliver custody or possession of any of the Escrow Funds to anyone, including creditors, except pursuant to the express terms of this Agreement or as otherwise required by applicable law.

11. Notices. All notices, requests, demands and other communications required under this Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission (if provided below) with written confirmation of receipt, (iii) by electronic mail ("e-mail") with a PDF attachment executed by an Authorized Representative of the Party/ Parties to the e-mail address given below, and written confirmation of receipt is obtained promptly after completion of the transmission, (iv) by overnight delivery with a reputable national overnight delivery service or (v) by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given five (5) Business Days after the date such notice is deposited with the United States Postal Service. If notice is given to a Party, it shall be given at the address for such Party set forth below; provided, that any notice to the Seller's Representative or Buyer shall be delivered solely by e-mail or facsimile. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes.

if to Buyer, then to:

Sagility LLC
11000 Westmoor Circle, Suite 125
Westminster, CO 80021

Attention: Daniel B. Bailey
Email: Dan.Bailey@sagilityhealth.com

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

Cooley LLP
3175 Hanover Street
Palo Alto, CA 94304
Attention: Rishab Kumar
E-mail: rkumar@cooley.com
Telephone: (650) 843 5042

or, if to the Seller's Representative, then to:

Theodore J. Devlin
5505 W. Chandler Blvd., Suite 20
Chandler, AZ 85226
E-mail: ted.devlin.td@gmail.com

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

Tiffany & Bosco, P.A.
2525 E. Camelback Rd., 7th Floor
Phoenix, AZ 85016
Attn.: James P. O'Sullivan and May Lu
Email(s): jpo@tblaw.com; mlu@tblaw.com
Telephone: 602-255-6017; 602-255-6032

or, if to the Escrow Agent, then to:

Citibank, N.A.
Citi Private Bank
One Market Street, 42nd Floor
San Francisco, CA 94105
Attention: Hamyd Mazrae
Telephone: (415) 627-6044
Email: hamyd.mazrae@citi.com

Notwithstanding the above, in the case of communications delivered to the Escrow Agent pursuant to the foregoing clause (i) through (iv) of this Section 11, such communications shall be deemed to have been given on the date received by the Escrow Agent.

12. Termination. This Agreement shall terminate on the first to occur of (a) the distribution of all of the amounts in the Escrow Funds in accordance with this Agreement or (b) delivery to the Escrow Agent of a written notice of termination executed jointly by the Parties after

which this Agreement shall be of no further force and effect except that the provisions of Section 6, Section 8 and Section 19 hereof shall survive termination.

13. Miscellaneous. The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the Parties. Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by any party, except as provided in Section 6 and Section 18, without the prior consent of the other parties. This Agreement shall be governed by and construed under the laws of the State of Delaware. The parties (a) hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state courts located in the County of Delaware or the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state or federal courts located in the State of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the parties to this Agreement may be transmitted by facsimile or electronic transmission in portable document format (.pdf), and such facsimile or .pdf will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties represent, warrant and covenant that each document, notice, instruction or request provided by such Party to the Escrow Agent shall comply with applicable laws and regulations. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the parties hereto to the fullest extent permitted by law, to the end that this Agreement shall be enforced as written. Except as expressly provided in Section 8, nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of this Agreement or any funds escrowed hereunder.

14. Waiver of Jury Trial. EACH PARTY (A) ACKNOWLEDGES AND AGREES THAT ANY LEGAL PROCEEDING THAT MAY ARISE UNDER OR RELATE TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND (B) HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY (W) CERTIFIES AND ACKNOWLEDGES THAT NO REPRESENTATIVE OF ANOTHER PARTY HAS REPRESENTED, EXPRESSLY OR

OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY LEGAL PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (X) CERTIFIES AND ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 14 OF THIS AGREEMENT, (Y) UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND (Z) MAKES THIS WAIVER VOLUNTARILY.

15. Compliance with Court Orders. In the event that any escrow property shall be attached, garnished or levied upon by any order of a court of competent jurisdiction, or the delivery thereof shall be stayed or enjoined by an order of a court of competent jurisdiction, or any order, judgment or decree shall be made or entered by any court order of a court of competent jurisdiction affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by outside legal counsel of its own choosing is binding upon it, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other Person, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

16. Entire Agreement. Solely as between the Parties and subject to the provisions of Section 1, this Agreement, the Purchase Agreement, and the Transaction Bonus Agreements contain all of the promises, agreements, conditions, understandings, warranties and representations between the Parties with respect to the subject matter of this Agreement and supersede any and all prior agreements or understandings, oral or written, with respect to the subject matter of this Agreement. Notwithstanding the foregoing, and solely as between the Parties, in the event of any inconsistency between the statements in the body of this Agreement and those of the Purchase Agreement, the statements in the body of the Purchase Agreement shall control; provided, that, in no event shall this Section 16 affect the relationship between the Parties or the Purchase Agreement, including the indemnities, covenants, representations and warranties contained therein; and in the event of any inconsistency between the statements in the body of this Agreement and those of the Transaction Bonus Agreements, the statements in the body of the Transaction Bonus Agreements shall control. The terms and conditions of this Agreement will control the actions of the Escrow Agent.

17. Further Assurances. Following the date hereof, each party shall deliver to the other parties such further information and documents and shall execute and deliver to the other parties such further instruments and agreements as any other party shall reasonably request to consummate or confirm the transactions provided for herein, to accomplish the purpose hereof or to assure to any other party the benefits hereof.

18. Assignment. No assignment of the interest of any of the Parties shall be binding upon the Escrow Agent unless and until written notice of such assignment shall be filed with and consented to by the Escrow Agent (such consent not to be unreasonably withheld). Any transfer or assignment of the rights, interests or obligations hereunder in violation of the terms hereof shall be void and of no force or effect.

19. Confidentiality. The Escrow Agent shall not disclose to any Person other than Buyer or the Seller's Representative any information, documents, accounts or other materials concerning this Agreement, the Adjustment Escrow Funds, Indemnity Escrow Funds, Transaction Bonus Pool Escrow Funds, Adjustment Escrow Account, Indemnity Escrow Account, or Transaction Bonus Pool Escrow Account, including, without limitation, disclosure of any direct or indirect beneficial interests in or dealings with the Adjustment Escrow Funds, Indemnity Escrow Funds, Transaction Bonus Pool Escrow Funds, Adjustment Escrow Account, Indemnity Escrow Account, or Transaction Bonus Pool Escrow Account, or the exercise or performance (or proposed exercise or performance) of any power or discretion or duty of Escrow Agent. The Escrow Agent may make such disclosures concerning the Adjustment Escrow Funds, Indemnity Escrow Funds, Transaction Bonus Pool Escrow Funds, Adjustment Escrow Account, Indemnity Escrow Account, or Transaction Bonus Pool Escrow Account:

(i) as may be properly required of it by applicable legal process or any court of competent jurisdiction or other governmental authority, it being expressly provided that this power shall include (1) any disclosure required under any legislation or regulations governing transactions in securities, any rules of any stock exchange or market or banking or securities regulatory authority in any place which the whole or any part of the Adjustment Escrow Funds, the Indemnity Escrow Funds, or the Transaction Bonus Pool Escrow Funds is held directly or indirectly or is situate from time to time; and (2) any disclosure which it may consider to be necessary or desirable in the interests of the Adjustment Escrow Funds, Indemnity Escrow Funds, Transaction Bonus Pool Escrow Funds Adjustment Escrow Account, Indemnity Escrow Account, or Transaction Bonus Pool Escrow Account to satisfy any reporting obligations required by applicable Law;

(ii) for the purpose of obtaining legal or other advice in relation to the performance of its duties and exercise of its powers;

(iii) to protect it from civil, criminal or regulatory liability or sanction; or

(iv) to perform its duties and to exercise its powers pursuant to the terms of this Agreement.

20. Force Majeure. The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, but not limited to, any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility), it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

21. Compliance with Federal Law. To help the U.S. Government fight the funding of terrorism and money laundering activities and to comply with Federal law requiring financial institutions to obtain, verify and record information on the source of funds deposited to an account, the Parties agree to provide the Escrow Agent with the name, address, taxpayer identification number, and remitting bank for all Parties depositing funds at Citibank pursuant to the terms and

conditions of this Agreement. For a non-individual Person such as a business entity, a charity, a trust or other legal entity, the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, an identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

22. Use of Electronic Records and Signatures. As used in this Agreement, the terms "writing" and "written" include electronic records, and the terms "execute," "signed" and "signature" include the use of electronic signatures. Notwithstanding any other provision of this Agreement or the attached Exhibits and Schedules, any electronic signature that is presented as the signature of the purported signer, regardless of the appearance or form of such electronic signature, may be deemed genuine by Escrow Agent in Escrow Agent's sole discretion, and such electronic signature shall be of the same legal effect, validity and enforceability as a manually executed, original, wet-ink signature; provided, however, that any such electronic signature must be an actual and not a typed signature. In accordance with Section 8 of this Agreement, Escrow Agent shall be indemnified and held harmless from any Escrow Agent Losses it incurs as a result of its acceptance of and reliance on electronic signatures that it deems to be genuine. Any electronically signed agreement, instruction or other document shall be an "electronic record" established in the ordinary course of business and any copy shall constitute an original for all purposes. The terms "electronic signature" and "electronic record" shall have the meaning ascribed to them in 15 USC § 7006. This Agreement and any instruction or other document furnished hereunder may be transmitted by facsimile or as a PDF file attached to an email.

23. Use of Citibank Name. No publicly distributed printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions "Citibank" by name or the rights, powers, or duties of the Escrow Agent under this Agreement shall be issued by any other Parties hereto, or on such Party's behalf, without the prior written consent of the Escrow Agent; provided, that (i) the Seller's Representative may reference the Escrow Agent in his communications with the Business Equityholders and (ii) Buyer may reference the Escrow Agent (a) to the extent required by applicable law and (b) in its filings with the Securities and Exchange Commission.

24. Return of Funds. If the Escrow Agent releases any funds, including but not limited to the Escrow Amount or any portion of it, to a Party and subsequently determines, in its sole discretion, that the payment or any portion of it was made in error, the Party shall, upon notice, promptly refund the erroneous payment. Any such erroneous payment by the Escrow Agent, and the Party's return thereof to the Escrow Agent, shall not affect any obligation or right of either the Escrow Agent or the Parties. Each of the Parties agrees not to assert discharge for value, bona fide payee, or any similar doctrine as a defense to the Escrow Agent's recovery of any erroneous payment.

25. Dispute Resolution. Solely as between the Parties, any claim or dispute arising out of or related to the interpretation, making, performance, or breach of this Agreement between the Parties shall be resolved in accordance with the dispute resolution mechanics set forth in Section 9.16 of the Purchase Agreement.

26. Representation by Counsel. Each Party has been apprised of the right to obtain independent legal, financial planning, investment, Tax, and securities counsel of his or its own with respect to the matters contained herein and to the expressed and unexpressed consequences of signing this Agreement (which is the result of arm's length negotiations conducted by and between the Parties and their respective counsel, if any) and has either done so or knowingly waived the right to do same. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT ONLY THEODORE J. DEVLIN AND JULIA A. DEVLIN HAVE BEEN REPRESENTED IN THIS MATTER BY TIFFANY & BOSCO, P.A. AND THAT ONLY THE BUYER HAS BEEN REPRESENTED IN THIS MATTER BY COOLEY LLP. Theodore J. Devlin and Julia A. Devlin further acknowledge that neither Tiffany & Bosco, P.A. nor any of its attorneys have provided any financial planning, investment, Tax, or securities advice in connection with this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

BUYER:

SAGILITY LLC

By: _____
Name:
Its:

SELLER'S REPRESENTATIVE:

THEODORE J. DEVLIN, SOLELY IN HIS CAPACITY AS THE SELLER'S REPRESENTATIVE

_____
Theodore J. Devlin

ESCROW AGENT:

CITIBANK, N.A.

By: _____
Name: _____
Its: _____

Schedule 1

ESCROW AGENT FEE SCHEDULE
Citibank, N.A., Escrow Agent

Acceptance Fee
To cover the acceptance of the Escrow Agency appointment, the study of the Agreement, and supporting documents submitted in connection with the execution and delivery thereof, and communication with other members of the working group:

Fee: Waived

Administration Fee
The annual administration fee covers maintenance of the Escrow Accounts including safekeeping of assets in the Escrow Accounts, normal administrative functions of the Escrow Agent, including maintenance of the Escrow Agent's records, follow-up of the Agreement's provisions, and any other safekeeping duties required by the Escrow Agent under the terms of the Agreement. Fee is based on Escrow Amount being held in an interest bearing deposit obligation of Citibank, N.A., FDIC insured to the applicable limits.

Fee: Waived

Tax Preparation Fee
To cover preparation and mailing of Forms 1099-INT, if applicable for the escrow parties for each calendar year:

Fee: Waived

Transaction Fees
To oversee all required disbursements or release of property from the escrow account to any escrow party, including cash disbursements made via check and/or wire transfer, fees associated with postage and overnight delivery charges incurred by the Escrow Agent as required under the terms and conditions of the Agreement:

Fee: Waived

Other Fees
Material amendments to the Agreement: additional fee(s), if any, to be discussed at time of amendment.

TERMS AND CONDITIONS: The above schedule of fees does not include charges for out-of-pocket expenses or for any services of an extraordinary nature that Citibank or its legal counsel may be called upon from time to time to perform. Fees are also subject to satisfactory review of the documentation, and Citibank reserves the right to modify them should the characteristics of the transaction change. Citibank's participation in this program is subject to internal approval of the third party depositing monies into the escrow account to be established hereunder. The Acceptance Fee, if any, is payable upon execution of the Agreement. Should this schedule of fees be accepted and agreed upon and work commenced on this program but subsequently halted and the program is not brought to market, the Acceptance Fee and legal fees incurred, if any, will still be payable in full.

EXHIBIT A-1

Certificate as to Buyer's Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as "Authorized Representatives" of Buyer and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under this Agreement, on behalf of Buyer. The below listed persons (must list at least two individuals, if applicable) have also been designated Call Back Authorized Individuals and will be notified by Citibank N.A. upon the release of Escrow Funds from the escrow account(s).

Name / Title / Telephone	Specimen Signature
Name	Signature
Title	
Phone	Mobile Phone
Name	Signature
Title	
Phone	Mobile Phone
Name	Signature
Title	
Phone	Mobile Phone

EXHIBIT A-2

Certificate as to the Seller's Representative's Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as "Authorized Representatives" of the Trust and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under this Agreement, on behalf of the Trust. The below listed persons (must list at least two individuals, if applicable) have also been designated Call Back Authorized Individuals and will be notified by Citibank N.A. upon the release of Escrow Funds from the escrow account(s).

Name / Title / Telephone	Specimen Signature
Name	Signature
Title	
Phone	Mobile Phone
Name	Signature
Title	
Phone	Mobile Phone
Name	Signature
Title	
Phone	Mobile Phone

Schedule 2.02(b)(7)

Consents and Notices

See Schedule 4.06, which is incorporated herein by reference.

Schedule 2.02(b)(8)

Terminated Agreements

See Schedule 4.18(1)-(3), which is incorporated herein by reference.

Schedule 5.12

Transaction Bonuses

Attached to these Schedules is the list of the Transaction Bonuses to be paid to certain of the Company's continuing employees, which is incorporated herein by reference.

Addendum A

Illustration of Calculation of Net Working Capital

Current Assets	Amount from Balance Sheet	Adjustments	Adjusted Net Working Capital	Notes to Adjustments
Cash	$10,000	-$10,000	$0	Adjusted per cash / debt-free transaction
Accounts Receivable, Bright HealthCare	$2,564,795	-$2,064,795	$500,000	Bright HealthCare receivables of $500,000 credit will remain in Net Working Capital
Accounts Receivable, All Other	$1,709,446		$1,709,446	
Total Current Assets	**$4,284,240**	**-$2,074,795**	**$2,209,446**	
Total Estimated Net Working Capital	**$4,284,240**	**-$2,074,795**	**$2,209,446**	
Target Net Working Capital	$2,000,000		$2,000,000	
Estimated Net Working Capital Adjustment	**$2,284,240**		**$209,446**	
Bright HealthCare Accounts Receivables			$2,064,795	Buyer to remit payment for Bright HealthCare accounts receivable to the Trust as collected (per Section 5.13 of the Agreement)

Notes:

Accounts receivables are accrued when the Company issues an invoice to a customer. Adjustments (credits) to those accounts receivable balances take place when the customer has reviewed the invoice and a reconciliation takes place. The accounts receivable balance can be determined by running an AR Aging Summary report from the Company's QuickBooks file, as illustrated below.

2:06 PM
04/15/23

Devlin Consulting Inc.
A/R Aging Summary
As of April 15, 2023

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Bright	0.00	0.00	1,996,220.51	568,574.31	0.00	2,564,794.82
Molina	863,403.70	0.00	0.00	0.00	0.00	863,403.70
Wellcare	846,041.90	0.00	0.00	0.00	0.00	846,041.90
TOTAL	1,709,445.60	0.00	1,996,220.51	568,574.31	0.00	4,274,240.42

DISCLOSURE SCHEDULES

-to-

STOCK PURCHASE AGREEMENT

These Disclosure Schedules ("Schedules") are being delivered pursuant to the Stock Purchase Agreement (the "Agreement"), dated as of April 19, 2023, entered into by and among (i) Sagility LLC, a Delaware limited liability company (the "Buyer"), (ii) Devlin Consulting, Inc., an Arizona corporation (the "Company"), (iii) the following Persons: The Theodore J. Devlin and Julia A. Devlin Family Trust, dated March 17, 2020, as amended (the "Trust"), Theodore J. Devlin, and Julia A. Devlin (each, a "Business Equityholder", and together, the "Business Equityholders"), and (iv) Theodore J. Devlin (the "Seller's Representative"), solely in his capacity as the Seller's Representative. Capitalized terms used and not otherwise defined in these Schedules shall have the respective meanings given such terms in the Agreement.

The headings in these Schedules are for convenience of reference only and shall not be deemed to modify or influence the interpretation of the information contained in these Schedules or the Agreement.

Schedule 4.04

Company Capitalization; Equity Ownership

Shareholder's Name	**Number of Shares**	**Percentage Interest**
Theodore J. Devlin and Julia A. Devlin, as Trustees of the Theodore J. Devlin and Julia A. Devlin Family Trust, dated March 17, 2020, as amended	10	100%

Schedule 4.06

Consents and Approvals

(a) None.

(b) None.

(c) Master Services Agreement dated December 4, 2019, by and between Molina Healthcare, Inc. and the Company, as amended by that certain Amendment No. 1 to Statement of Work dated March 16, 2023 (collectively, the "Molina Agreement") (notice requirement).

(d) None.

(e) The Molina Agreement (notice requirement).

Schedule 4.07(a)

Financial Statements

Attached to these Schedules are the Financial Statements of the Company, which are incorporated herein by reference.

Schedule 4.07(a)

5:54 PM
04/12/23
Accrual Basis

Devlin Consulting Inc.
Balance Sheet
As of February 28, 2023

	Feb 28, 23
ASSETS	
Current Assets	
Checking/Savings	
1010 · Cash in Bank - Checking	1,044,275.83
1020 · Cash in Bank - Savings	63,894.55
Total Checking/Savings	1,108,170.38
Accounts Receivable	
1210 · Accounts Receivable	6,349,970.28
Total Accounts Receivable	6,349,970.28
Total Current Assets	7,458,140.66
Fixed Assets	
1540 · Computers & Equipment	164,087.40
1550 · Furniture & Fixtures	24,192.09
1560 · Tenant Improvements	59,787.05
1600 · Accumulated Depreciation	-215,635.48
Total Fixed Assets	32,431.06
TOTAL ASSETS	**7,490,571.72**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
2120 · Credit Card	7,871.03
Total Credit Cards	7,871.03
Other Current Liabilities	
2130 · Payroll Taxes Payable	1,024.15
2135 · Payroll Clearing Account	20,855.18
2140 · Retirement Payable	594,194.07
Total Other Current Liabilities	616,073.40
Total Current Liabilities	623,944.43
Total Liabilities	623,944.43
Equity	
3100 · Common Stock	100.00
3500 · Distribution to Shareholders	-3,020,000.00
3900 · Retained Earnings	6,584,296.83
Net Income	3,302,230.46
Total Equity	6,866,627.29
TOTAL LIABILITIES & EQUITY	**7,490,571.72**

Devlin Consulting Inc.
Profit & Loss
January through February 2023

	Jan - Feb 23
Ordinary Income/Expense	
Income	
4000 · Consulting Income	3,979,050.90
Total Income	3,979,050.90
Expense	
6010 · Advertising Expense	860.24
6200 · Bank Fees	5.00
6210 · Commissions	35,000.00
6250 · Data and Internet Fees	89,484.24
6400 · Dues & Subscriptions	710.06
6650 · Health Insurance	57,926.25
6660 · Insurance	3,678.52
6900 · Office Supplies	1,023.08
7000 · Payroll Taxes	30,678.37
7050 · Phone Service	1,265.94
7100 · Postage	342.62
7150 · Professional Services	46,405.93
7200 · Rent	5,400.00
7270 · 401(k) Matching Expense	15,090.80
7310 · Salary - Support	390,845.45
7340 · Software License Fees	364.91
7500 · Utilities	85.93
Total Expense	679,167.34
Net Ordinary Income	3,299,883.56
Other Income/Expense	
Other Income	
8100 · Cashback Rewards	2,342.81
8200 · Interest Income	4.09
Total Other Income	2,346.90
Net Other Income	2,346.90
Net Income	**3,302,230.46**

Devlin Consulting Inc.
Balance Sheet
For year Ended December 31, 2022

Assets			
Current Assets:			
Cash in Bank - Checking	$ 883,796.76		
Cash in Bank - Savings	61,547.65		
Total Current Assets		$ 945,344.41	
Accounts Receivable	6,209,780.95		
Total Accounts Receivable		$ 6,209,780.95	
Fixed Assets:			
Computers & Equipment	156,146.03		
Furniture & Fixtures	24,192.09		
Tenant Improvements	59,787.05		
Accumulated Depreciation	(215,635.48)		
Total Fixed Assets		24,489.69	
Total Assets			**7,179,615.05**
Liabilities & Equity			
Current Liabilities			
Credit Card	-		
P/R Taxes Payable	1,024.15		
Retirement Payable	594,194.07		
Loans from Shareholders	-		
Total Current Liabilities		595,218.22	
Non-Current Liabilities			
Business Loans	-		
Total Non-current Liabilities		-	
Total Liabilities		595,218.22	
Equity:			
Common Stock	100.00		
Retained Earnings	3,244,148.53		
Distribution to Shareholders	(1,264,229.86)		
Current Years Earnings	4,604,378.16		
Total Equity		6,584,396.83	
Total Liabilities & Equity			**7,179,615.05**

Prepared for internal Management use only

Devlin Consulting Services
Income Statement
Year Ended 12/31/22

	Year to Date	Percent	Mo. Average
Income:			
Consulting Income	10,410,868.77	100.00	867,572.40
Other Income	229.97	0.00	19.16
TOTAL INCOME	**10,411,098.74**	**100.00**	**867,591.56**
Expenses:			
Officer Salary	610,000.04	5.86	50,833.34
Support Salary	3,354,469.08	32.22	279,539.09
Payroll Taxes	185,461.73	1.78	15,455.14
Worker's Compensation Insurance	4,055.00	0.04	337.92
Health Insurance	210,227.19	2.02	17,518.93
Mileage Reimbursement	53.24	0.00	4.44
Advertising Expense	7,973.04	0.08	664.42
Data and Internet Fees	453,379.15	4.35	37,781.60
Software License Fees	20,425.21	0.20	1,702.10
Office Supplies	3,452.37	0.03	287.70
Repairs and Maintenance	4,114.62	0.04	342.89
Security Monitoring	372.15	0.00	31.01
Phone Service	6,890.12	0.07	574.18
Meals & Entertainment	3,942.28	0.04	328.52
Rent	21,834.12	0.21	1,819.51
Postage	1,426.70	0.01	118.89
Bank Fees	197.00	0.00	16.42
Finance/Interest Charges	13.91	0.00	1.16
Professional Services	113,358.41	1.09	9,446.53
Travel, Airfare	13,011.89	0.12	1,084.32
Travel, Hotel	8,361.79	0.08	696.82
Travel, Rental Car	1,777.83	0.02	148.15
Travel, Parking and Gas	468.78	0.00	39.07
Software Expense	1,004.71	0.01	83.73
Insurance	40,532.39	0.39	3,377.70
Utilities	1,536.28	0.01	128.02
Dues & Subscriptions	460.99	0.00	38.42
401(k) Matching Expense	117,990.01	1.13	9,832.50
Retirement, Profit Sharing	2,194.07	0.02	182.84
Retirement Funds	592,000.00	5.69	49,333.33
Depreciation Expense	25,736.48	0.25	2,144.71
TOTAL EXPENSES	**5,806,720.58**	**55.77**	**483,893.38**
NET INCOME	**4,604,378.16**	**44.23**	**383,698.18**

Prepared for internal Management use only

Devlin Consulting Inc.
Balance Sheet
For year Ended December 31, 2021

	Assets		
Current Assets:			
Cash in Bank - Checking	$ 1,494,018.27		
Total Current Assets		$ 1,494,018.27	
Accounts Receivable	2,326,439.18		
Total Accounts Receivable		$ 2,326,439.18	
Investment Account	1,000.00		
Total Investment Account		$ 1,000.00	
Fixed Assets:			
Computers & Equipment	133,560.60		
Furniture & Fixtures	23,203.04		
Tenant Improvements	59,787.05		
Accumulated Depreciation	(189,899.00)		
Total Fixed Assets		26,651.69	
Total Assets			**3,848,109.14**
	Liabilities & Equity		
Current Liabilities			
Credit Card	-		
P/R Taxes Payable	9,779.28		
Retirement Payable	594,081.33		
Loans from Shareholders	-		
Total Current Liabilities		603,860.61	
Non-Current Liabilities			
Commercial Business Loan	-		
Business Loans	-		
Total Non-current Liabilities		-	
Total Liabilities		603,860.61	
Equity:			
Common Stock	100.00		
Retained Earnings	2,371,542.44		
Distribution to Shareholders	(1,084,880.36)		
Current Years Earnings	1,957,486.45		
Total Equity		3,244,248.53	
Total Liabilities & Equity			**3,848,109.14**

Prepared for internal Management use only

Devlin Consulting Services
Income Statement
Year Ended 12/31/21

	Year to Date	Percent	Mo. Average
Income:			
Consulting Income	7,522,740.41	100.00	626,895.03
Other Income	10.52	0.00	0.88
TOTAL INCOME	**7,522,750.93**	**100.00**	**626,895.91**
Expenses:			
Officer Salary	601,538.66	8.00	50,128.22
Support Salary	3,028,085.24	40.25	252,340.44
Payroll Taxes	178,917.45	2.38	14,909.79
Worker's Compensation Insura	3,927.00	0.05	327.25
Health Insurance	220,371.78	2.93	18,364.32
Mileage Reimbursement	-	-	-
Commissions Paid	226,293.61	3.01	18,857.80
Data and Internet Fees	395,259.51	5.25	32,938.29
Software License Fees	7,639.80	0.10	636.65
Office Supplies	501.49	0.01	41.79
Repairs and Maintenance	-	-	-
Security Monitoring	297.72	0.00	24.81
Phone Service	7,151.32	0.10	595.94
Meals & Entertainment	104.72	0.00	8.73
Rent	21,759.08	0.29	1,813.26
Postage	214.49	0.00	17.87
Bank Fees	154.68	0.00	12.89
Finance/Interest Charges	48.86	0.00	4.07
Professional Services	108,400.32	1.44	9,033.36
Software Expense	6,173.43	0.08	514.45
Insurance	34,562.00	0.46	2,880.17
Utilities	1,586.36	0.02	132.20
Dues & Subscriptions	741.41	0.01	61.78
Retirement Funds	704,032.55	9.36	58,669.38
Bond Expense	-	-	-
Depreciation Expense	17,503.00	0.23	1,458.58
TOTAL EXPENSES	**5,565,264.48**	**73.98**	**463,772.04**
NET INCOME	**1,957,486.45**	**26.02**	**163,123.87**

Prepared for internal Management use only

Devlin Consulting Inc.
Balance Sheet
For year Ended December 31, 2020

Assets

Current Assets:			
Cash in Bank - Checking	$ 2,945,339.00		
Total Current Assets		$ 2,945,339.00	
Investment Account	1,000.00		
Total Investment Account		$ 1,000.00	
Fixed Assets:			
Computers & Equipment	118,218.34		
Furniture & Fixtures	23,203.04		
Tenant Improvements	59,787.05		
Accumulated Depreciation	(172,396.00)		
Total Fixed Assets		28,812.43	
Total Assets			**2,975,151.43**

Liabilities & Equity

Current Liabilities			
Credit Card	-		
P/R Taxes Payable	7,427.99		
Retirement Payable	596,081.00		
Loans from Shareholders	-		
Total Current Liabilities		603,508.99	
Non-Current Liabilities			
Commercial Business Loan	-		
Business Loans	-		
Total Non-current Liabilities		-	
Total Liabilities		603,508.99	
Equity:			
Common Stock	100.00		
Retained Earnings	1,996,802.04		
Distribution to Shareholders	(1,931,903.30)		
Current Years Earnings	2,306,643.70		
Total Equity		2,371,642.44	
Total Liabilities & Equity			**2,975,151.43**

Prepared for internal Management use only

Devlin Consulting Services
Income Statement
Year Ended 12/31/20

	Year to Date	Percent	Mo. Average
Income:			
Consulting Income	7,651,369.00	100.00	637,614.08
Other Income	-	-	-
TOTAL INCOME	**7,651,369.00**	**100.00**	**637,614.08**
Expenses:			
Officer Salary	570,000.08	7.45	47,500.01
Support Salary	2,905,403.74	37.97	242,116.98
Payroll Taxes	169,569.89	2.22	14,130.82
Worker's Compensation Insura	4,649.00	0.06	387.42
Health Insurance	156,580.50	2.05	13,048.38
Mileage Reimbursement	43.13	0.00	3.59
Commissions Paid	191,304.67	2.50	15,942.06
Data and Internet Fees	487,892.00	6.38	40,657.67
Software License Fees	7,097.00	0.09	591.42
Office Supplies	1,068.00	0.01	89.00
Repairs and Maintenance	-	-	-
Security Monitoring	308.00	0.00	25.67
Phone Service	6,407.00	0.08	533.92
Meals & Entertainment	188.00	0.00	15.67
Rent	20,334.00	0.27	1,694.50
Postage	533.00	0.01	44.42
Miscellaneous Expenses	31.00	0.00	2.58
Bank Fees	750.00	0.01	62.50
Professional Services	71,132.00	0.93	5,927.67
Travel, Airfare	1,082.00	0.01	90.17
Travel, Hotel	1,757.00	0.02	146.42
Travel, Rental Car	57.00	0.00	4.75
Software Expense	15,917.00	0.21	1,326.42
Insurance	29,729.00	0.39	2,477.42
Utilities	1,721.00	0.02	143.42
Dues & Subscriptions	264.00	0.00	22.00
Retirement Funds	691,671.30	9.04	57,639.28
Depreciation Expense	9,236.00	0.12	769.67
TOTAL EXPENSES	**5,344,725.31**	**69.85**	**445,393.78**
NET INCOME	**2,306,643.70**	**30.15**	**192,220.31**

Prepared for internal Management use only

Schedule 4.07(d)

Indebtedness

None.

Schedule 4.07(e)

Capital Expenditures

1. The Company hired three individuals to date in 2023. Tom Kallal was hired part time (16 hours per week) at $115 per hour. Ciera Hadlock was hired part time (20-25 hours per week) as $30 per hour. Valerie Rodriguez was hired at a salary of $130,000 per year plus bonus.

2. Each of the three new hires were provided computers and monitors.

3. The Company intends to hire Kimberly Butler within the next few months.

4. Kimberly will need a computer and monitors to perform her job.

5. The Company increased the salary of Julie Sosnowski from $65,000 to $85,000 to reflect her new position as a Client Lead. Julie Sosnowski's annual salary will increase to $96,956 following the Closing.

6. The Company increased the salary of Kara Leabo from $65,000 to $70,000 based on her performance. Kara Leabo's annual salary will increase to $77,200 following the Closing.

7. If decided by management during the year, the Company will make additional hires to ensure client growth is achieved.

8. The Company currently provides employees discretionary bonuses on a quarterly basis in accordance with the terms and conditions of such program in effect as of Closing. After the Closing, the Company will update its bonus structure. Other than the Key Employees, each Company employee's salary plus bonus total will equal the new Buyer salary plus bonus total. However, the Buyer has a higher percentage of the compensation that will be associated with salary. The lower bonus amounts will be more reflective of the Buyer's policy of salary and bonus. After the Closing, the Company's employees will receive one bonus payment each year.

9. The Company intends to hire a new employee in the summer of 2023.

10. In the Ordinary Course of Business, the Company does not prepare a budget for capital expenditures or employee expenses.

Schedule 4.08(a)

Absence of Certain Developments

(i) None.

(ii) Theodore J. Devlin and Julia A. Devlin executed that certain Stock Assignment Separate from Certificate and Irrevocable Stock Power on April 5, 2023, to be effective as of September 20, 2021, to evidence the transfer of their shares of the Capital Stock of the Company to the Trust.

(iii) None.

(iv) None.

(v) None.

(vi) The Company has made the following draws in 2023:

Draw Date	Amount
1/5/2023	$25,000.00
1/12/2023	$200,000.00
1/23/2023	$20,000.00
1/30/2023	$2,700,000.00
2/1/2023	$25,000.00
2/28/2023	$50,000.00
3/31/2023	$50,000.00
4/3/2023	$50,000.00
	$3,120,000.00

(vii) None.

(viii) None.

(ix) None.

(x) None.

(xi) None.

(xii) None.

(xiii)

a. The Company amended the Cash Balance Plan to eliminate the requirement that a participant work at least 1,000 hours in a year.

b. The Company will freeze and terminate the Cash Balance Plan, terminate the 401(k) Plan, and cancel the surety bond with RLI Corp., # LFM0036505 (the "Surety Bond").

(xiv)

a. The Company increased the salary of Julie Sosnowski from $65,000 to $85,000 to reflect her new position as a Client Lead.

b. The Company increased the salary of Kara Leabo from $65,000 to $70,000 based on her performance.

(xv)

a. The Company paid a transaction bonus with a value of $640,000 to each of James Cowsert and Robert Starman: (1) $500,000 via payroll and (2) $140,000 via a contribution to the Cash Balance Plan.

b. The Company entered into that certain Separation Agreement dated April 15, 2023 with Julia A. Devlin (the "Julie Devlin Separation Agreement"), which provided a severance payment.

c. The Company entered into that certain Separation Agreement dated April 15, 2023 with Austin Devlin (the "Austin Devlin Separation Agreement"), which provide a severance payment.

(xvi) None.

(xvii) The Company executed Amendment No. 1 to the Statement of Work under the Molina Agreement on March 16, 2023.

(xviii) None.

(xix) None.

(xx) None.

Schedule 4.11(b)

Title to Assets; Real Property

The Company has an oral lease with the Trust, as the landlord, for the office space located at 5505 W. Chandler Blvd. Suite 20, Chandler, AZ 85226 (the "Affiliate Lease"), pursuant to which the Company pays $18,000 per year in rent payments.

Schedule 4.14(a)

Employee Benefit Plans

(i)

1. Cash Balance Plan (and the related Surety Bond).
2. 401(k) Plan.
3. Transaction Bonus Agreement dated effective as of the Closing Date, by and among the Company, Buyer, Trust, and Robert Starman.
4. Transaction Bonus Agreement dated effective as of the Closing Date, by and among the Company, Buyer, Trust, and James Cowsert.

(ii)

TYPE OF INSURANCE	INSURANCE COMPANY	POLICY NUMBER
Group Medical and Dental	United HealthCare	00L4511

(iii)

1. Voluntary life insurance plans:

TYPE OF INSURANCE	INSURANCE COMPANY	POLICY NUMBER
Life Insurance Policy	Reliance Standard Life Insurance Company	GL751180
Short Term Disability Policy	Reliance Standard Life Insurance Company	STD700878
Long Term Disability Policy	Reliance Standard Life Insurance Company	LTD726347

2. The Company does not have a formal vacation or paid sick leave policy, but complies in all material respects with applicable Law governing paid sick leave. The Company's business operations employees request their vacation time from Robert Starman and the Company's IT staff request their vacation time from Theodore J. Devlin. No vacation or paid sick leave time is paid out to an employee upon termination of employment.

3. The Company provides discretionary bonuses to the employees on a quarterly basis in the Ordinary Course of Business.

4. Section 125 Premium Only Plan.

5. Business Travel Expense Reimbursement Policy. Employees are allowed to use their issued Company credit card (or be reimbursed for out of pocket costs) for expenses directly related to the operations of the Company. These included ordering computer monitors, cables, docking stations, keyboards, office supplies, software, advertising to hire new employees, and shipping of new computers to employees and old computers back to the Company's office in Arizona. Travel expenses for key employees to meet with clients or for the Company's annual group training conference in Omaha were also allowed. Travel expenses included flight (coach), car rental and gas/parking fees (if needed), hotel accommodations, and a reasonable stipend for meals.

6. Cell phones are provided to Theodore J. Devlin and Julia A. Devlin and the Company pays all monthly fees for the cell phones.

7. The Company occasionally provides employee lunches or dinners.

8. Paid holidays.

9. Transaction Bonus Agreements for the employees listed on Schedule 5.12, which is incorporated herein by reference, other than Robert Starman and James Cowsert.

10. Alternative work schedule policy.

11. Payroll via direct deposit.

12. Workers' compensation insurance policy (The Harford is the insurer).

13. Unemployment compensation insurance policy (The Harford is the insurer).

14. Severance payments to Julia A. Devlin and Austin Devlin pursuant to the Julie Devlin Separation Agreement and Austin Devlin Separation Agreement.

15. The Company provides an annual discretionary bonuses to Robert Starman and James Cowsert based on the profitability of the Company.

Schedule 4.14(e)

ERISA Benefit Pension Plan

Cash Balance Plan (and the related Surety Bond).

Schedule 4.14(i)

Employee Benefit Plans

The voluntary insurance plans:

TYPE OF INSURANCE	INSURANCE COMPANY	POLICY NUMBER
Life Insurance Policy	Reliance Standard Life Insurance Company	GL751180
Short Term Disability Policy	Reliance Standard Life Insurance Company	STD700878
Long Term Disability Policy	Reliance Standard Life Insurance Company	LTD726347

Schedule 4.14(j)

Vesting and Distribution Acceleration

Vesting and distribution accelerations caused by the termination of the Cash Balance Plan and 401(k) Plan.

Schedule 4.16

Insurance

Attached are the Company's Certificates of Insurance for the following Insurance Policies: (i) 59 SBA BR4578; (ii) 59WECTR9404; (iii) 59WECTR9404; (iv) 59BDDHD6405, and (v) C-4LQT-075976, which are incorporated herein by reference.

Schedule 4.16

DEVLI-1 OP ID: SHS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CDS Insurance Agency LLC 42104 N Venture Dr. Ste C126 Anthem, AZ 85086 Angelo Cimato	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED DEVLIN CONSULTING, INC 5505 W CHANDLER BLVD CHANDLER, AZ 85226	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : *Hartford Casualty Insurance — 29424 INSURER B : Arch Specialty Insurance — 21199 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY [ ] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			59SBABR4578	03/25/2023	03/25/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 300,000 10,000 2,000,000 4,000,000 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			59SBABR4578	03/25/2023	03/25/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ $ $ $	2,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10000			59SBABR4578	03/25/2023	03/25/2024	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		59WECTR9404	05/03/2022	05/03/2023	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
B	Cyber/Profesional			C-4LQT-075976	11/03/2022	11/03/2023	Per Claim Aggregate		5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Shane Smith

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
CDS INSURANCE AGENCY LLC/PHS 59302530 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
DEVLIN CONSULTING INC 5505 W CHANDLER BLVD STE 20 CHANDLER AZ 85226-3761	INSURER A : Hartford Fire Insurance Company	19682
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION $							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ **(Mandatory in NH)**	N/ A					E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	H
A	Commercial Crime Policy/Erisa			59BDDHD6405	06/15/2022	06/15/2023	Employee Theft-Add'l Coverage listed below	$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations. Crime Shield advanced policy. Employee theft client premises limit of insurance $50,000: Counterfeit currency limit of insurance $50,000; Deception fraud limit of insurance $15,000; Virtual currency limit of insurance $15,000

CERTIFICATE HOLDER	CANCELLATION
FOR INFORMATIONAL PURPOSES ONLY 5505 W CHANDLER BLVD STE 20 CHANDLER AZ 85226-3761	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** Susan L. Castaneda

Schedule 4.17

Licenses and Permits

1. City of Chandler Business Registration License No. 43691 issued on November 18, 2022.
2. Arizona Corporation Commission Entity ID No. 07482410.

Schedule 4.18

Affiliate Transactions

1. The Affiliate Lease.
2. Austin Devlin, the son Theodore J. Devlin and Julia A. Devlin, is an employee of the Company.
3. Julia A. Devlin is an employee of the Company.
4. Theodore J. Devlin is an employee of the Company.
5. Patrick Devlin, Theodore J. Devlin's brother, is an employee of the Company.

Schedule 4.19

Material Contracts

(i)

a. Terms of Service, together with the Acceptable Use Policy, Privacy, Policy, and Service Level Agreement dated April 26, 2016, as amended April 28, 2021, by and between Armor Defense Inc. and the Company (the "Armor Service Agreement");

b. Mutual Non-Disclosure and Master Services Agreement dated April 21, 2022, by and between Esha IT Corp. d/b/a Accorian and the Company (the "Accorian Service Agreement";

c. Master Services Agreement dated March 20, 2017, by and between Lumen21, Inc. and the Company (the "Lumen21 Service Agreement"); and

d. Master Services Agreement dated November 28, 2016, by and between Cautela Labs Inc. and the Company (the "Cautela Labs Service Agreement").

(ii)

a. Armor Service Agreement;

b. Accorian Service Agreement;

c. Lumen21 Service Agreement;

d. Cautela Labs Service Agreement;

e. Marketing Services Agreement dated March 2, 2023, by and between Health1Data LLC and the Company, as amended by that certain First Amendment dated April 13, 2023 (collectively, the "Health1Data Service Agreement"); and

f. Marketing Services Agreement dated September 3, 2021, by and between Total Managed Care Services and the Company, as amended by that certain First Amendment dated April 13, 2023 (collectively, the "Total Managed Care Agreement").

(iii)

a. Services Agreement dated January 17, 2012, by and between Comprehensive Health Management, Inc. and the Company (the "WellCare Agreement").

b. Molina Agreement.

c. Master Services Agreement dated May 17, 2022, by and between Bright HealthCare and the Company (the "Bright HealthCare Agreement"). Schedule 4.26 of these Schedules is incorporated herein by reference.

(iv)

a. WellCare Agreement;

b. Molina Agreement;

c. Bright HealthCare Agreement;

d. Master Consulting Services Agreement dated December 10, 2021, by and between Johns Hopkins HealthCare, LLC and the Company (the "Johns Hopkins Agreement"); and

e. Demonstration Agreement dated effective as of September 9, 2022, by and between Humana, Inc. and the Company, and related Information Security Agreement dated September 9, 2022 (collectively, the "Humana Agreement").

(v) None.

(vi) The Transaction Bonus Agreements with each employee of the Company.

(vii) None.

(viii) None.

(ix) Schedule 4.18 of these Schedules is incorporated herein by reference.

(x) None.

(xi) None.

(xii) None.

(xiii) None.

(xiv) None.

(xv) None.

(xvi)

a. Armor Service Agreement;

b. Accorian Service Agreement;

c. Lumen21 Service Agreement;

d. Cautela Labs Service Agreement;

e. Health1Data Service Agreement; and

f. Total Managed Care Agreement.

(xvii)

a. WellCare Agreement;

b. Molina Agreement;

c. Bright HealthCare Agreement;

d. Johns Hopkins Agreement; and

e. Humana Agreement.

(xviii)

a. Julie Devlin Separation Agreement;

b. Austin Devlin Separation Agreement; and

c. Transaction Bonus Agreements with the employees listed on Schedule 5.12, which is incorporated herein by reference.

(xix) None.

(xx) None.

(xxi) None.

(xxii)

a. Pursuant to the Armor Service Agreement, the Company leases cloud servers from Armor Defense Inc.;

b. The Company's domain name devlinconsulting.com is registered pursuant to the GoDaddy Universal Terms of Services last revised March 2, 2022; and

c. The Company hosts its website devlinconsulting.com pursuant to the GoDaddy Hosting Agreement last revised April 5, 2021.

(xxiii) None.

(xxiv) None.

(xxv)

a. The Health1Data Agreement; and

b. Total Managed Care Agreement.

(xxvi)

a. Business Associate Agreement dated effective December 12, 2019, by and between Molina Healthcare, Inc. and the Company;

b. Business Associate Agreement dated effective January 17, 2012, by and between Comprehensive Health Management, Inc. and the Company;

c. Business Associate Agreement dated May 17, 2022, by and between Bright HealthCare and the Company;

d. Sub-Business Associate Information Use and Non-Disclosure Agreement dated effective October 13, 2021, by and between Johns Hopkins Healthcare LLC and the Company;

e. HIPAA Business Associate Agreement dated effective September 9, 2022, by and between Humana Inc. and the Company;

f. Business Associate Agreement dated effective March 27, 2020, by and between Cautela Labs, Inc. and the Company; and

g. Business Associate Addendum dated April 26, 2016, by and between Armor Defense Inc. and the Company.

Schedule 4.20(a)

Intellectual Property

(A)

(i) None.

(ii) None.

(iii) None.

(iv) The Company's domain name is registered through GoDaddy: DevlinConsulting.com

(B)

1. Contract Central.

2. The name "Devlin Consulting, Inc."

3. The data on the cloud servers leased by the Company pursuant to the Armor Service Agreement.

4. Website: devlinconsulting.com

5. Manuals

6. Logo:

(C)

None.

Schedule 4.20(b)

Company Products

1. Contract Central was released in June 2006 and has been updated regularly since that date, including most recently on March 31, 2023.
2. All product lines listed on the Company's website either have been integrated into Contract Central or are not current product offerings.

Schedule 4.21

Customers and Suppliers

The following Schedule 4.21 sets forth a true, correct and complete list of each of the Company's Material Customers and Material Suppliers:

Material Customers:

1. Comprehensive Health Management, Inc. (WellCare);
2. Molina Healthcare, Inc.;
3. Bright HealthCare;
4. Johns Hopkins HealthCare, LLC; and
5. Humana Inc.

Material Suppliers:

1. Accorian;
2. Armor Defense Inc.;
3. Cautela Labs Inc.
4. Lumen21, Inc.;
5. Canyon State IT;
6. Health1Data, LLC; and
7. Total Care Management.

Schedule 4.24

Undisclosed Liabilities

None.

Schedule 4.25

Operating Expenses

(A) Attached is a list of the operating expenses of the Company as reasonably estimated for the thirty (30) day period following the Closing Date, which is incorporated herein by reference.

(B) Attached is a list of the operating expenses of the Company from the first quarter of 2023, which is incorporated herein by reference.

(C) None.

Schedule 4.25(A)
Estimated Operating Expenses for 30-Day Period Following the Closing Date

Vendor or Expense Category	Amount
Adobe	32.42
Armor Defense	45,000.00
Cautela Labs	1,500.00
Lumen21	2,142.00
Mod Healthcare	15.00
Payroll 401k Matching - One Month	12,424.94
Payroll Paylocity processing fees	1,000.00
Payroll Taxes - One Month	14,052.25
Payroll Wages - One Month	223,728.12
Postage	115.00
United Healthcare (ER portion)	26,951.67
Estimated 30 days Operating Expenses:	**$ 326,961.40**

Schedule 4.25(B)

Three Months of Operating Expenses

For period ended March 31, 2023

	Jan 23	Feb 23	Mar 23	TOTAL
Expense				
6010 · Advertising Expense	430.12	430.12	0.00	860.24
6200 · Bank Fees	0.00	5.00	0.00	5.00
6210 · Commissions	35,000.00	0.00	0.00	35,000.00
6250 · Data and Internet Fees	44,967.67	44,516.57	42,649.96	132,134.20
6400 · Dues & Subscriptions	355.03	355.03	355.03	1,065.09
6650 · Health Insurance	20,151.03	21,007.16	23,147.35	64,305.54
6660 · Insurance	351.84	351.84	703.66	1,407.34
6900 · Office Supplies	0.00	1,023.08	0.00	1,023.08
7000 · Payroll Taxes	15,441.07	15,237.30	30,924.68	61,603.05
7050 · Phone Service	830.31	435.63	743.92	2,009.86
7100 · Postage	0.00	342.62	0.00	342.62
7150 · Professional Services	20,111.14	26,294.79	22,111.73	68,517.66
7200 · Rent	5,400.00	0.00	0.00	5,400.00
7270 · 401(k) Matching Expense	7,495.40	7,595.40	14,214.37	29,305.17
7310 · Salary	192,784.60	198,060.85	394,735.37	785,580.82
7320 · Security Monitoring	0.00	0.00	74.43	74.43
7330 · Software Expense	0.00	0.00	380.00	380.00
7340 · Software License Fees	32.42	332.49	32.42	397.33
7500 · Utilities	42.77	43.16	41.83	127.76
Total Expense	343,393.40	316,031.04	530,114.75	1,189,539.19

Schedule 4.26

Accounts Receivable

Bright HealthCare was invoiced for $568,574 in December of 2022 and $1,996,221 in January 2023, but the Company has not yet received payment for either invoice. Based on the Accounting Principles, each invoice is counted as revenue in the year it was invoiced, but this amount is still a Receivable. The Company is aware that Bright HealthCare is facing financial difficulties so there is a risk that the Company may not be able to collect all of the outstanding Receivables owed by Bright HealthCare to the Company in a timely manner.

ACTION BY UNANIMOUS WRITTEN CONSENT
OF
THE SOLE SHAREHOLDER AND THE BOARD OF DIRECTORS
OF
DEVLIN CONSULTING, INC.,
an Arizona corporation

April 19, 2023

The undersigned, being the sole shareholder (the "***Shareholder***") and all of the members of the Board of Directors (the "***Board***") of Devlin Consulting, Inc., an Arizona corporation (the "***Company***"), do hereby consent in writing pursuant to A.R.S. § 10-704 to the adoption of the following resolutions and declare them to be in full force and effect as if they were adopted at a joint meeting of the Board and the Shareholder, effective as of the date first written above.

WHEREAS, the Company desires to enter into that certain Stock Purchase Agreement substantially in the form attached hereto as **Exhibit A** (the "***Purchase Agreement***"), (i) Sagility LLC, a Delaware limited liability company (the "***Buyer***"), (ii) the Company, (iii) the following Persons: The Theodore J. Devlin and Julia A. Devlin Family Trust, dated March 17, 2020, as amended (the "***Trust***"), Theodore J. Devlin, and Julia A. Devlin (each a "***Business Equityholder***", and together, the "***Business Equityholders***"), and (iv) Theodore J. Devlin (the "***Seller's Representative***"), solely in his capacity as the Seller's Representative, pursuant to which Buyer will purchase from the Business Equityholder all of the Company Common Stock, subject to the terms and conditions set forth in the Purchase Agreement. Capitalized terms used in this Written Consent without definition herein shall have the respective meanings ascribed to them in the Purchase Agreement;

WHEREAS, as consideration for the Company Common Stock, Buyer will pay the Purchase Price to the Business Equityholder;

WHEREAS, Section 5.09(a) of the Purchase Agreement requires that the Company terminate, or cause the termination of, all 401(k) Plans of the Company effective no later than June 30, 2023 ("***Termination of 401(k) Plan***");

WHEREAS, Section 5.09(a) of the Purchase Agreement requires that the Company (a) freeze compensation, benefit accruals (other than interest credits), and participation in the Cash Balance Plan effective no later than June 30, 2023, in compliance with the notice requirements in ERISA section 204(h) and Code section 4980F and the regulations thereunder, including timely provision of a 204(h) notice to Cash Balance Plan participants, and (b) terminate the Cash Balance Plan to be effective no later than June 30, 2023 ("***Freezing and Termination of Cash Balance Plan***");

WHEREAS, the Shareholder and the Board have determined that it is advisable and in the best interests of the Company for the Company to execute the Purchase Agreement and all of the applicable Ancillary Agreements and approve the Contemplated Transactions, including, without

limitation, entering into all documents, instruments and agreements described in or executed in connection therewith, and such other agreements and documents necessary to effectuate such Contemplated Transactions;

WHEREAS, the Company, through the Shareholder and the Board, desires to approve, authorize and direct certain actions to be taken relating to the Purchase Agreement and the Ancillary Agreements.

NOW, THEREFORE, BE IT RESOLVED, that the Shareholder and the Board, on behalf of the Company, unanimously consent to the Contemplated Transactions pursuant to the terms and conditions of the Purchase Agreement;

RESOLVED FURTHER, that the execution, delivery and performance of the Purchase Agreement, the Ancillary Agreements, and such other instruments and items as Buyer shall reasonably request relating to the Contemplated Transactions are hereby authorized and approved;

RESOLVED FURTHER, that pursuant to Section 5.09(a) of the Purchase Agreement, the Shareholders and the Board unanimously consent to the Termination of 401(k) Plan effective June 30, 2023;

RESOLVED FURTHER, that pursuant to Section 5.09(b) of the Purchase Agreement, the Shareholders and the Board unanimously consent to the Freezing and Termination of Cash Balance Plan effective June 30, 2023;

RESOLVED FURTHER, that Theodore J. Devlin, as the President/CEO of the Company, and Julia A. Devlin, as the Secretary of the Company (each an "***Authorized Individual***" and collectively, the "***Authorized Individuals***"), acting alone or with each other, are hereby authorized and directed, in the name and on behalf of the Company, to do or cause to be done all such acts or things, and to execute, deliver and perform, or cause to be executed, delivered and performed, the Purchase Agreement, the Ancillary Agreements, and all such agreements, instruments, certificates and documents relating to the Purchase Agreement, the Ancillary Agreements, and the Contemplated Transactions, as the Authorized Individuals, acting alone or with each other, deem necessary, advisable, convenient or proper to effectuate the intent of each and every one of the foregoing resolutions and any undertakings of the Company;

RESOLVED FURTHER, that the Authorized Individuals, acting alone or with each other, are hereby authorized and directed, in the name and on behalf of the Company, to do or cause to be done all such acts or things relating to the Termination of 401(k) Plan, and to execute, deliver and perform, or cause to be executed, delivered and perform all such agreements, instruments, certificates and documents relating to the Termination of 401(k) Plan, including taking or causing to be taken such other actions in furtherance of the Termination of 401(k) Plan as the Buyer may reasonably require, as the Authorized Individuals, acting alone or with each other, deem necessary, advisable, convenient or proper to effectuate the intent of each and every one of the foregoing resolutions and any undertakings of the Company;

RESOLVED FURTHER, that the Authorized Individuals, acting alone or with each other, are hereby authorized and directed, in the name and on behalf of the Company, to do or cause to be done all such acts or things to relating to the Freezing and Termination of Cash Balance Plan, and to execute, deliver and perform, or cause to be executed, delivered and perform all such agreements, instruments, certificates and documents relating to the Freezing and Termination of Cash Balance Plan, including taking or causing to be taken (a) such steps as are required by applicable Law in connection with the Freezing and Termination of Cash Balance Plan, and (b) such steps as are necessary to cause the assets of the Cash Balance Plan to be distributed in accordance with applicable Law and the terms of the Cash Balance Plan, as soon as administratively practicable and to close out the Cash Balance Plan, including filing the final Form 5500, as the Authorized Individuals, acting alone or with each other, deem necessary, advisable, convenient or proper to effectuate the intent of each and every one of the foregoing resolutions and any undertakings of the Company;

RESOLVED FURTHER, that all actions previously taken on behalf of the Company by any Authorized Individual in connection with any of the foregoing matters are hereby ratified and approved in all respects as the acts of the Company;

RESOLVED FURTHER, that the Authorized Individuals, acting alone or with each other, are hereby authorized and directed, in the name and on behalf of the Company, to take or cause to be taken any and all further actions and to execute and deliver, or caused to be executed and delivered, all such further agreements and such further documents, certificates, applications, notices and undertakings, and to incur all such fees and expenses, as in his or her judgment shall be necessary, appropriate or advisable to carry into effect the purpose and intent of the foregoing resolutions;

RESOLVED FURTHER, that this Written Consent be filed with the books and records of the Company;

RESOLVED FURTHER, that this Written Consent may be executed in one or more counterparts each of which shall be deemed an original, and all of which shall constitute one and the same instrument; and

RESOLVED FURTHER, that the executed counterparts of this Written Consent may be delivered via facsimile, electronic mail or other similar transmission method, and any executed counterpart so delivered shall be valid and effective for all purposes.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned, being the sole Shareholder and all of the members of the Board of the Company, have executed this Written Consent on the dates set forth below their names, to be effective as of the date first set forth above.

SHAREHOLDERS:

Theodore J. Devlin and Julia A. Devlin Family Trust, dated March 17, 2020, as amended

By: DocuSigned by: Theodore J. Devlin B547466B145C41A...
Name: Theodore J. Devlin
Title: Trustee
Dated: 4/18/2023 | 8:41:44 AM MST

By: DocuSigned by: Julia A. Devlin 33587A604A4B44F...
Name: Julia A. Devlin
Title: Trustee
Dated: 4/18/2023 | 3:21:40 PM MST

BOARD:

DocuSigned by: Theodore J. Devlin B547466B145C41A...
Theodore J. Devlin
Dated: 4/18/2023 | 8:41:44 AM MST

DocuSigned by: Julia A. Devlin 33587A604A4B44F...
Julia A. Devlin
Dated: 4/18/2023 | 3:21:40 PM MST