Execution Version

STOCK PURCHASE AGREEMENT

BY AND AMONG

SAGILITY LLC,

BIRCH TECHNOLOGIES, INC.,

RADICAL VENTURE FUND II, L.P.,

A12 INCUBATOR PARTNERS, LLC,

WASHINGTON RESEARCH FOUNDATION,

FLARE CAPITAL PARTNERS II, L.P.,

AIDEN GOMEZ,

NICHOLAS FROSST,

ZHI LIN ZHANG,

KEVIN RICHARD TERRELL,

SUMANT SUDHIR KAWALE,

YINHAN LIU,

BLAKE PARSONS,

AI2 INVESTMENT PARTNERS, LLC,

RADICAL VENTURES FUND II (INTERNATIONAL), L.P.,

AI2 INVESTMENT PARTNERS-A, LLC,

GAURAV SHEGOKAR,

ZIYUAN WANG,

LORI MCDOUGAL,

YIESHAN MELISSA CHAN,

PURUJIT GOYAL

AND

WT REPRESENTATIVE LLC,

in its capacity as the Sellers' Representative

March 22, 2024

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EXHIBITS

Exhibit A Form of Employment Agreements
Exhibit B Form of Consulting Agreement
Exhibit C Form of SAFE Cancellation Agreement

SCHEDULES

Schedule A Consents & Notices
Schedule B Terminated Agreements
Schedule C Allocation Schedule

STOCK PURCHASE AGREEMENT

This **STOCK PURCHASE AGREEMENT** (this "Agreement") is entered into as of March 22, 2024, by and among (i) Sagility LLC, an Illinois limited liability company (the "Buyer"), (ii) Birch Technologies, Inc., a Delaware corporation (the "Company"), (iii) the following Persons: AI2 Incubator Partners, LLC, AI2 Investment Partners, LLC, AI2 Investment Partners-A, LLC, Aidan Gomez, Blake Parsons, Flare Capital Partners II, L.P., Gaurav Shegokar, Kevin Richard Terrell, Lori McDougal, Nicholas Frosst, Purujit Goyal, Radical Ventures Fund II (International), L.P., Radical Ventures Fund II, L.P., Sumant Sudhir Kawale, Washington Research Foundation, Yieshan Melissa Chan, Yinhan Liu, Zhi Lin Zhang and Ziyuan Wang (each a "Business Equityholder", and together, the "Business Equityholders"), and (iv) WT Representative LLC, a Delaware limited liability company (the "Sellers' Representative"), solely in its capacity as the Sellers' Representative. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Section 9.01 of this Agreement. The Buyer, the Company, the Sellers' Representative and the Business Equityholders may be referred to herein each as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, as of the date hereof, the Business Equityholders own all of the issued and outstanding shares of Company Stock and all outstanding Company Options;

WHEREAS, the Business Equityholders desire to sell to the Buyer, and the Buyer desires to purchase from the Business Equityholders, 100% of the Company Stock in exchange for the Closing Consideration;

WHEREAS, the Company solicited the requisite vote of the Business Equityholders under Section 280G(b)(5)(B) of the Code so as to render the adverse tax consequences imposed under the provisions of Sections 280G and 4999 of the Code inapplicable to any parachute payments within the meaning of Section 280G(b)(2) of the Code that might otherwise result from the Contemplated Transactions pursuant to the consent, Parachute Payment Waiver, disclosure statement and calculations previously approved by the Buyer (the "280G Stockholder Vote"), and, prior to the initiation of the 280G Stockholder Vote, the Company obtained and provided to the Buyer a parachute payment waiver agreement (each, a "Parachute Payment Waiver") from each "disqualified individual" (within the meaning of Section 280G(c) of the Code), who might otherwise have received or had the right or entitlement to receive any payments or benefits from the Contemplated Transactions that would be subject to treatment as parachute payments within the meaning of Section 280G(b)(2) of the Code.

WHEREAS, concurrently with the execution and delivery of this Agreement, each of Kevin Terrell, Sumant Kawale, Gaurav Shegokar, Ziyuan Wang, Blake Parsons, and Purujit Goyal (each a "Key Employee") are entering into an employment agreement with the Buyer in the form attached hereto as Exhibit A (the "Employment Agreements").

WHEREAS, concurrently with the execution and delivery of this Agreement, Yinhan Liu (the "Key Consultant") is entering into a consulting agreement with the Buyer in the form attached hereto as Exhibit B (the "Consulting Agreement").

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 Stock. Subject to the terms and conditions of this Agreement, the Business Equityholders hereby sell, assign, transfer and convey to the Buyer at the Closing, free and clear of all Liens and Restrictions (other than restrictions on transfer under applicable state and federal securities Laws), and the Buyer hereby purchases and acquires from the Business Equityholders at the Closing, all of the Company Stock. Notwithstanding anything in this Agreement to the contrary, the Buyer shall not be obligated to complete the purchase and transfer of any Company Stock unless the sale and transfer of all of the Company Stock is completed simultaneously.

1.02 Treatment of Company Securities. In consideration for the Company Securities and the other transactions contemplated by this Agreement, each Business Equityholder and Company SAFE Holder shall be entitled to receive from the Buyer, subject to the terms and conditions of this Agreement (including the provisions of Section 1.03, Section 1.04, Article VII, and Article XI) the Closing Consideration as set forth in this Section 1.02.

(a) Treatment of Company Stock.

(i) At the Closing, each holder of Series Seed-1 Preferred Stock shall be entitled to receive, in exchange for the transfer and assignment of each share of Series Seed-1 Preferred Stock held by such Person and the other transactions contemplated by this Agreement, (1) the amount of consideration allocated to such Person in the Allocation Schedule minus the portion of the Indemnity Holdback Amount (based on such former holder's Indemnity Holdback Pro Rata Percentage) withheld at the Closing in accordance with Section 1.04, minus the portion of the Expense Fund Amount (based on such former holder's Expense Fund Pro Rata Percentage) withheld at the Closing in accordance with Article XI; (2) in the event any portion of the Indemnity Holdback Amount becomes payable to the Series Seed-1 Preferred Stock pursuant to Article VII, any disbursements of the Indemnity Holdback Amount required to be made to such Person (based on such holder's Indemnity Holdback Pro Rata Percentage of the released amount), without interest, in accordance with Article VII; and (3) in the event any portion of the Expense Fund Amount becomes distributable to the Series Seed-1 Preferred Stock pursuant to Article XI, any cash disbursements required to be made from the Expense Fund to such Person (based on such holder's Expense Pro Rata Percentage of the released amount), without interest, in accordance with Article XI, in each case in accordance with the Allocation Schedule.

(ii) At the Closing, each holder of Series Seed-2 Preferred Stock shall be entitled to receive, in exchange for the transfer and assignment of each share of Series Seed-2 Preferred Stock held by such Person and the other transactions contemplated by this Agreement, (1) the amount of consideration allocated to such Person in the Allocation

Schedule minus the portion of the Indemnity Holdback Amount (based on such former holder's Indemnity Holdback Pro Rata Percentage) withheld at the Closing in accordance with Section 1.04, minus the portion of the Expense Fund Amount (based on such former holder's Expense Fund Pro Rata Percentage) withheld at the Closing in accordance with Article XI; (2) in the event any portion of the Indemnity Holdback Amount becomes payable to the Series Seed-2 Preferred Stock pursuant to Article VII, any disbursements of the Indemnity Holdback Amount required to be made to such Person (based on such holder's Indemnity Holdback Pro Rata Percentage of the released amount), without interest, in accordance with Article VII; and (3) in the event any portion of the Expense Fund Amount becomes distributable to the Series Seed-2 Preferred Stock pursuant to Article XI, any cash disbursements required to be made from the Expense Fund to such Person (based on such holder's Expense Pro Rata Percentage of the released amount), without interest, in accordance with Article XI, in each case in accordance with the Allocation Schedule.

(iii) At the Closing, each Company Common Stockholder shall be entitled to receive, in exchange for the transfer and assignment of each share of Company Common Stock held by such Company Common Stockholder and the other transactions contemplated by this Agreement, (1) the amount of consideration allocated to such Company Common Stockholder in the Allocation Schedule minus the portion of the Indemnity Holdback Amount (based on such former holder's Indemnity Holdback Pro Rata Percentage) withheld at the Closing in accordance with Section 1.04, minus the portion of the Expense Fund Amount (based on such former holder's Expense Fund Pro Rata Percentage) withheld at the Closing in accordance with Article XI; (2) in the event any portion of the Indemnity Holdback Amount becomes payable to the Company Common Stockholders pursuant to Article VII, any disbursements of the Indemnity Holdback Amount required to be made to such Company Common Stockholder (based on such holder's Indemnity Holdback Pro Rata Percentage of the released amount), without interest, in accordance with Article VII; and (3) in the event any portion of the Expense Fund Amount becomes distributable to the Company Common Stockholders pursuant to Article XI, any cash disbursements required to be made from the Expense Fund to such Company Common Stockholder (based on such holder's Expense Pro Rata Percentage of the released amount), without interest, in accordance with Article XI, in each case in accordance with the Allocation Schedule.

(b) Treatment of Company Options. No Company Options shall be assumed or continued by the Buyer or the Company in connection with the Contemplated Transactions. Each Company Option (whether vested or unvested) that is outstanding as of immediately prior to the Closing shall be cancelled and terminated at the Closing.

(i) Upon the cancellation thereof, and subject to the execution by the applicable holder of this Agreement, each Company Optionholder shall be entitled to receive (1) the amount of consideration allocated to such Company Optionholder in the Allocation Schedule minus an amount in cash equal to the per share exercise price of each In-the-Money Company Option held by such Company Optionholder minus the portion of the Indemnity Holdback Amount (based on such former holder of In-the-Money Company Option's Indemnity Holdback Pro Rata Percentage) withheld at the Closing in accordance with Section 1.04, minus the portion of the Expense Fund Amount (based on such former holder of In-the-Money Company Option's Expense Fund Pro Rata Percentage) withheld at the Closing in

accordance with Article XI; (2) in the event any portion of the Indemnity Holdback Amount becomes payable to the Company Optionholders pursuant to Article VII, any disbursements of the Indemnity Holdback Amount required to be made to such Company Optionholder (based on such holder's Indemnity Holdback Pro Rata Percentage of the released amount), without interest, in accordance with Article VII; and (3) in the event any portion of the Expense Fund Amount becomes distributable to the Company Optionholders pursuant to Article XI, any cash disbursements required to be made from the Expense Fund to such Company Optionholder (based on such holder's Expense Pro Rata Percentage of the released amount), without interest, in accordance with Article XI, in each case, in accordance with the Allocation Schedule. Any cash payment made in respect of any In-the-Money Company Options held by an Employee Optionholder shall be made through the payroll processing system of the Buyer, the Company or a Subsidiary thereof, as applicable, in accordance with standard payroll practices on the next regular payroll date following the Closing or the date that such payment otherwise becomes due, as applicable, net of applicable Taxes and withholdings (the "Payroll Payment Procedures").

(ii) All Company Options outstanding and unexercised immediately prior to the Closing that are not In-the-Money Company Options will be cancelled without payment of any consideration therefor at the Closing.

(iii) Prior to the Closing, the Company and the Board have taken all actions necessary to effect the transactions anticipated by this Section 1.02(b) under the Company Equity Plan and any Contract applicable to any Company Option (whether written or oral, formal or informal), including delivering all required notices, obtaining all necessary approvals and consents, and delivering evidence satisfactory to the Buyer that all necessary determinations by the Board or applicable committee of the Board to terminate all Company Options in accordance with this Section 1.02(b). Prior to the Closing, the Company and the Board have taken all actions necessary to terminate the Company Equity Plan effective as of the Closing.

(c) Treatment of Company SAFEs. No Company SAFEs shall be assumed or continued by the Buyer or the Company in connection with the Contemplated Transactions. Immediately prior to the Closing, each Company SAFE outstanding as of immediately prior to the Closing shall be cancelled and extinguished and, subject to the execution and delivery by such Company SAFE Holder of a SAFE Cancellation Agreement, be converted automatically into the right to receive, at the Closing, an amount of cash equal to the Company SAFE Consideration as set forth on the Allocation Schedule.

1.03 The Adjustment Amount. 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 Cash Amount; (B) the Closing Indebtedness; (C) the Transaction Expenses (including a breakdown of any Delayed Current Liabilities); (D) the Adjustment Amount, in each case of clauses (A) through (D), determined in accordance with the Accounting Principles, together with supporting documentation for such estimates and any additional information reasonably requested by the Buyer; and (E) based on such estimates, a calculation of the Closing Consideration, which shall be calculated in accordance with Section 1.02; (ii) final invoices with respect to all Transaction

Expenses to be paid pursuant to Section 2.02 (the "Closing Transaction Expenses"); and (iii) executed payoff letters with respect to all Indebtedness (including any outstanding Convertible Notes) to be paid pursuant to Section 2.02 setting forth the amounts and names of the Persons to which such Indebtedness is owed and payable and providing for (x) the full and final satisfaction of such Indebtedness as of the Closing Date and (y) the termination and release of any Liens related thereto (each, a "Payoff Letter"). The Company will provide all supporting documentation for the Adjustment Amount and any additional information reasonably requested by the Buyer.

1.04 Holdback. The Buyer shall hold back the Indemnity Holdback Amount for the purpose of partially securing the obligations of the Company Security Holders under Article VII. The Indemnity Holdback Amount shall become payable to the Company Security Holders, if at all, in accordance with each Company Security Holder's respective Indemnity Holdback Pro Rata Percentage, subject to the terms and conditions of this Agreement (including Article VII). The approval and adoption of this Agreement and approval of the Contemplated Transactions by the Business Equityholders constitutes approval by the Business Equityholders of the specific terms of the Contemplated Transactions and the irrevocable agreement of the Business Equityholders to be bound by and comply with, this Agreement and all of the arrangements and provisions of this Agreement relating to the matters set forth in this Section 1.04, including the Buyer's holdback of the Indemnity Holdback Amount.

ARTICLE II

THE CLOSING AND TRANSFER OF COMPANY SECURITIES

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 as of 12:01 a.m. Eastern 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 Sellers' 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 Business Equityholders and the Company SAFE Holders the Closing Consideration as set forth on the Allocation Schedule; *provided*, that any such amount to be paid to Employee Optionholders shall be paid in accordance with the Payroll Payment Procedures;

(2) pay or cause to be paid, on behalf of the Business Equityholders or the Company, as applicable, the Closing Transaction Expenses;

(3) pay or cause to be paid, on behalf of the Company, the amount of Indebtedness due at the Closing to each Person designated by the Company on Schedule 4.07(d) in accordance with such Person's Payoff Letter;

(4) pay or cause to be paid, on behalf of the Common Equivalent Holders, the Expense Fund Amount into the Expense Fund as designated by the Sellers' Representative;

(5) deliver to the Sellers' Representative the Consulting Agreement, duly executed by the Buyer; and

(6) deliver to the Sellers' Representative the Employment Agreements, duly executed by the Buyer.

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

(1) the Employment Agreements, duly executed by each Key Employee, as applicable;

(2) the Consulting Agreement, duly executed by the Key Consultant;

(3) a certificate of the Secretary of State 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;

(4) duly executed Payoff Letters;

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

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

(7) all required consents and notices listed on Schedule A hereto 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 Contract listed on Schedule B 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 Sellers' Representative;

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

(11) evidence in form and substance reasonably satisfactory to Buyer that the Company has obtained a commitment for the D&O Tail to become effective upon payment;

(12) a Simple Agreement for Future Equity Cancellation Agreement duly executed by each Company SAFE Holder and, in each case, the Company, in the form attached hereto as Exhibit C (the "SAFE Cancellation Agreement");

(13) a properly executed statement, in accordance with Treasury Regulation Sections 1.897-2(h) and 1.1445-2(c)(3) and in a form acceptable to Buyer, certifying that the Company is not and has not been a "United States real property holding corporation" (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code, together with the required notice to the IRS and written authorization for Parent to deliver such notice and a copy of such statement to the IRS on behalf of the Company upon the Closing;

(14) a share forfeiture agreement, in form acceptable to Buyer, duly executed by Yinhan Liu, on the one hand, and the Company, on the other hand necessary to cause the allocation of Company Common Stock reflected on the Allocation Schedule to be true and accurate in all respects (the "Share Reallocation");

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

(16) evidence reasonably satisfactory to the Buyer, (i) of the termination, as of the Closing, of the Company Equity Plan, each other option or other equity-based plan of the Company and any award agreements related to the foregoing; and (ii) that, after the Closing, the Company will not be bound by any Company Option or other equity based right that would entitle any Person, other than the Buyer or its Affiliates, to beneficially own, or receive any payments of, or in respect of, any Capital Stock of the Company; and

(17) true and complete copies of the resolutions of (i) board of directors of the Company (the "Board") authorizing this Agreement and the consummation of the Contemplated Transactions and (ii) the Business Equityholders authorizing this Agreement and the consummation of the Contemplated Transactions in their capacity as the holders of 100% of the issued and outstanding Company Stock, in each case, certified by an authorized executive officer of the Company.

2.03 Withholding Rights. The Buyer, the Company, and each of their respective Affiliates and agents shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as may be 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, provided that they use commercially reasonable efforts to

provide prior written notice to Sellers' Representative of such requirement as promptly as practicable following determination of the same and shall reasonably cooperate as requested in writing by Sellers' Representative to minimize any such deduction and withholding. 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 Illinois.

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 since its incorporation there have been no, Actions pending or, to the knowledge of the Buyer, expressly threatened in writing against the Buyer, at Law or in equity, or before or by any Governmental Authority that reasonably would

be expected to affect the legality, validity or enforceability of this Agreement or any of the Ancillary Agreements to which the Buyer is a party or the consummation of the Contemplated Transactions by the Buyer.

3.06 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. The Buyer acknowledges and agrees that it has conducted its own independent review and analysis of the Contemplated Transactions, the Company Stock, and the businesses, financial condition, assets and operations of the Company. In making the decision to enter into this Agreement and to consummate the Contemplated Transactions, other than reliance on the representations, warranties, covenants, and obligations of the Company expressly set forth in this Agreement and the Ancillary Agreements, except in the case of Fraud, the Buyer has relied solely on its own independent review and analysis of the Contemplated Transactions, the Company Stock, and the businesses, financial condition, assets, and operations of the Company. The Buyer has not relied upon any representations or warranties other than the representations and warranties expressly set forth in Article III and Article IV.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the schedules delivered to the Buyer concurrently with the execution of this Agreement (the "Disclosure Schedules"), the Company hereby represents and warrants 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 Delaware. 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. The Company has all necessary 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 Company and its equity holders to authorize the execution and delivery of this Agreement and the Ancillary Agreements to which it is a party, the performance of the Company's obligations hereunder and thereunder and the Contemplated Transactions have been properly taken. The Business Equityholders are the only holders 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 Sellers' 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 Sellers' Representative and the Company, enforceable against them in accordance with its terms, except as enforceability may be limited by the Bankruptcy and Equity Exceptions. The Sellers' 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 Sellers' Representative or the Company, as applicable, is a party by the other parties thereto, each such Ancillary Agreement to which the Sellers' Representative or the Company, as applicable, is a party shall constitute the legal, valid and binding obligation of the Sellers' Representative 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, including, with respect to each Company SAFE, the "Purchase Amount", the issue date and the discount rate of each such Company SAFE. The Company Stock consists of (i) 13,554,397 shares of Company Common Stock of which 5,884,426 are issued and outstanding, (ii) 3,705,017 shares of Company Preferred Stock of which 2,957,012 shares of Series Seed-1 Preferred Stock are issued and outstanding and 748,005 shares of Series Seed-2 Preferred Stock are issued and outstanding. The Company Common Stock, Company Preferred Stock, Company Options and Company SAFEs represent all of the issued and outstanding Capital Stock of the Company, and are held of record by the Business Equityholders have good and valid title to all of the Company Common Stock, Company Preferred Stock, Company Options and Company SAFEs, free and clear of all Liens or Restrictions (other than restrictions on transfer under applicable state and federal securities Laws). 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 Company has 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 Stock, good and valid title of such Company Stock will pass to the Buyer, free and clear of any Liens or Restrictions (other than restrictions on transfer under applicable state and federal securities Laws). No Company Stock is deferred stock or is held as treasury stock or is otherwise owned by the Company. The Company has never declared or paid any dividends on any Company Stock, and there are no accrued dividends remaining unpaid with respect to any Company Stock. Other than the Company Options and Company SAFEs, 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. Other than the Company SAFEs, 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. As of immediately prior to the Closing, (a) the number of shares of Company Stock set forth in the Allocation Schedule as being owned by a Person, or subject to Company Options owned by such Person and the Company SAFEs set forth in the Allocation Schedule, including the purchase or principal amount thereof, set forth in the Allocation Schedule as being held by such Person, shall constitute the entire interest of such Person in the issued and outstanding Company Securities, (b) no Person not disclosed in the Allocation Schedule shall have a right to acquire from the Company any shares of Company Stock, Company Options, Company SAFEs, or any other Capital Stock of the Company and (c) the shares of Company Stock, the Company Options, and the Company SAFEs disclosed in the Allocation Schedule shall be free and clear of any Liens or Restrictions.

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. Other than as set forth on Schedule 4.04, 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 Sellers' Representative, or the Company is a party, as applicable, by the Sellers' Representative, the Business Equityholders, or 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 Company or its 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 unaudited balance sheet (the "Latest Company Balance Sheet") as of and for February 29, 2024 and the related statements of income and cash flows for the one-month period then ended (together with the Latest Company Balance Sheet, the "Interim Financial Statements") and (ii) the Company's unaudited balance sheets (the "Previous Balance Sheets") and the related statements of income for the fiscal years ended December 31, 2022 and December 31, 2023 (together with the Previous 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 GAAP, 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 immaterial 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. All financial and accounting records and related information of the Company are true, correct, complete and up to date in all respects and free from material misstatements and omissions.

(c) The accounting controls of the Company have been and are sufficient to provide 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. There are no transactions which are not appropriately described or properly recorded in the Financial Statements.

(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.

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) the Company has not (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 $10,000 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 material Contract, or taken any action (or failed to take any necessary action), in each case 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, or surrendered any right to claim, a Tax refund, offset or other reduction in Tax Liability, (F) entered into any Tax Sharing Agreement or closing agreement with a Taxing Authority, or (G) settled any Tax claim, audit or assessment; 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 the Company, at Law or in equity, before or by any Governmental Authority or other Person, nor has the Company brought any such Actions against any other Person in the past three (3) years. The Company is not subject to any outstanding Order which relates specifically to the Company or otherwise prohibits or restricts the ability of 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 the Company in their capacities as such or any other Person with respect to which 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 during the past three (3) years 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.

(a) 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 such assets 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.

(b) 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 Company has 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. The Real Property Leases constitute the entire agreement between the Company and each landlord, sublandlord or licensor with respect to the Leased Real Property. To the Knowledge of the Company, no other party to a Real Property Lease has violated any provision of, or taken or failed to take any action which, with or without notice, lapse of time, or both, would constitute a default under the provisions of such Real Property Lease. The Company has not received notice that it has breached, violated or defaulted under any Real Property Lease. 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.

(c) 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. Except as set forth on Schedule 4.12, during the past six (6) years the Company has not received written notice from any Governmental Authority that it 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. Neither the Company, nor, to the Knowledge of the Company, any other Person acting on its behalf has within the past six (6) years 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 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 do they have any reasonable basis to believe such noncompliance may have occurred.

4.13 Labor and Employment Matters.

(a) The Company has 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 within the past six (6) years) 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 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. During the past six (6) years, 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 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 to the Knowledge of the Company 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 not required to maintain or contribute to, and does not have 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, except as set forth on Schedule 4.14(c), all required contributions and premium payments have been made or properly accrued and to the Knowledge of the Company no individual providing services to the Company has been improperly excluded from participation in any Plan.

(d) The Company has made available to the Buyer true, current and complete copies of, to the extent applicable: (i) the most recent determination letter received from the Internal Revenue Service 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 three (3) most recently filed annual reports (Form 5500 and all schedules thereto); and (vi) the most recent summary plan description.

(e) Except as listed on Schedule 4.14(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 in the prior six (6) years, and

neither the Company nor any ERISA Affiliate is required currently or has ever been required to contribute to or otherwise participate in the prior six (6) years, 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 in the prior six (6) years participated in, or is required currently to contribute to or has ever been required in the prior six (6) years to contribute to or has any Liability with respect to, any Multiemployer Plan (as defined in Section 4001(a)(3) of ERISA).

(f) 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). 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 material 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 with the applicable requirements of applicable Laws with respect to each Plan.

(h) 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, 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) 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 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) result 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).

4.15 Tax Matters.

(a) 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 has 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, and the provision for Taxes on the Interim Financial Statements is sufficient for all accrued and unpaid Taxes of the Company as of the date thereof.

(d) All Taxes that the Company is obligated to withhold from amounts owing to any employee, stockholder, creditor or other Person have been 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, 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 has never been a member of any Affiliated Group. The Company is not liable for the Taxes of any other Person under Section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local or non-U.S. Law) 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. The Company uses the accrual method of accounting for income Tax purposes.

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

(o) The Company has not availed itself of any Tax relief pursuant to any Pandemic Response Laws that could reasonably be expected to impact the Tax payment and/or reporting obligations of the Company after the Closing.

(p) 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.

(q) 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.

(r) Each Plan that is a "nonqualified deferred compensation plan" (as defined in Section 409A(d)(1) of the Code) satisfies in form and operation the requirements of Sections 409A(a)(2), 409A(a)(3) and 409A(a)(4) of the Code and all applicable guidance thereunder (and has satisfied such requirements for the entire period during which Section 409A of the Code has applied to such Plan), and no additional Tax under Section 409A(a)(1)(B) of the Code has been or could reasonably be expected to be incurred by any participant in any such Plan. No option to purchase shares of Company Common Stock issued under the Company Equity Plan or otherwise has an exercise price that has been or may be less than the fair market value of the underlying share of Company Common Stock as of the date such option was granted or has any feature for the deferral of compensation other than the deferral of recognition of income until the exercise or disposition of such option (within the meaning of and determined in a manner not inconsistent with Section 409A of the Code and the regulations thereunder). Neither the Company nor any ERISA Affiliate has any obligation or commitment (whether or not under an Employee Plan) to reimburse, gross up, indemnify or otherwise compensate any individual for any Taxes or interest imposed under Section 280G of the Code, Section 4999 of the Code or Section 409A of the Code.

(s) None of the shares of Company Stock or Company Options is a "covered security" within the meaning of Section 6045(g) of the Code and the Treasury Regulations promulgated thereunder. Each share of Company Stock is or, prior to the Closing, will be property that is "substantially vested" under Section 83 of the Code and Treasury Regulations Section 1.83-3(b). A valid election has been made under Section 83(b) of the Code with respect to the issuance of any share of Company Stock that was not "substantially vested" as of the time of such issuance under Treasury Regulations Section 1.83-3(b). The Company has made available true, correct and complete copies of all election statements under Section 83(b) of the Code, together with evidence of timely filing of such election statements with the appropriate IRS service center with respect to any share of Company Stock that was initially subject to a vesting arrangement.

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 has 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 three (3) 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. Except as set forth on Schedule 4.18, 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, equityholder's or Affiliate's immediate family, as applicable (each a "Related Party") is a party to any Contract (other than employment agreements) 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 sets forth a true, correct and complete list of all current, active or not closed-out 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 $5,000 or more of products or services during the twelve (12) months ended December 31, 2023 (excluding, for listing purposes only, individual purchase orders made under a governing agreement with respect to which the governing agreement is disclosed);

(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 $5,000 or more of products or services during the twelve (12) months ending December 31, 2024 (excluding, for listing purposes only, individual purchase orders made under a governing agreement with respect to which the governing agreement is disclosed);

(iii) all Contracts or groups of related Contracts with the same party that involved individual or aggregate payments or consideration to the Company of more

than $10,000 during the twelve (12) months ended December 31, 2023 for products and services furnished by the Company (excluding, for listing purposes only, individual purchase orders made under a governing agreement with respect to which the governing agreement is disclosed);

(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 $10,000 during the twelve (12) months ending December 31, 2024 for products and services furnished by the Company (excluding, for listing purposes only, individual purchase orders made under a governing agreement with respect to which the governing agreement is disclosed);

(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 that involve individual or aggregate payments or consideration to or from the Company of more than $10,000 annually;

(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 $10,000, individually or in the aggregate, in each case under which there are outstanding obligations;

(xiii) all Contracts entered involving any resolution or settlement of any actual or threatened Action or which was entered into in the past three (3) years 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 required to be set forth in Schedule 4.20;

(xxiii) all Contracts pursuant to which the Company is required to pay royalties, commissions, or similar amounts to any other Person;

(xxiv) 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);

(xxv) 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);

(xxvi) 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

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

(b) The Company has 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, or is alleged to be, 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. There is no dispute between the Company and any other party to any Material Contract, other than support service, bug fixes, and similar requests made in the Ordinary Course of Business.

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 trademarks included in the 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 the Owned Intellectual Property. The Company has taken all commercially reasonable actions to maintain and protect each item of Owned Intellectual Property. The Company has not sold, assigned, transferred, or exclusively licensed any rights in Intellectual Property that is, or was, Company Intellectual Property.

(d) The conduct of the business of the Company (when conducted in substantially the same manner following the Closing) has not, does not and will not, and the use and other exploitation of the Company Intellectual Property, Company Products, and Company Software, has not and does not infringe, misappropriate, or otherwise violate any Intellectual Property Right or other proprietary rights of any other Person. There has been and 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 written, or, to the Knowledge of the Company, other 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 such property 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 would reasonably be expected to 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) All of the Company Software and IT Assets (i) perform in material conformance with their documentation, and are free of any bugs or defects materially and adversely affecting 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 immediately 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) Schedule 4.20(i) identifies all Open Source Materials combined with, linked with, or used in or by any Company Products (including any Open Source Materials from which the Company Products were developed, or on which the Company Products are built), describes the manner in which such Open Source Materials were used (such description will include whether (and, if so, how) the Open Source Materials were modified and/or

distributed by the Company) and identifies the licenses under which such Open Source Materials were used.

(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) Schedule 4.20(k) sets forth all third party Generative AI Tools used by the Company, together with the license terms applicable to each such Generative AI Tool, and the purposes for which the Company has used each such Generative AI Tool (including the categories of outputs the Company has generated and how it uses the outputs). The Company subjects any software outputs from Generative AI Tools to its standard code review process prior to production, including scans for Open Source Software and security vulnerabilities. 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. The Company uses all Generative AI Tools in compliance with the applicable license terms. The Company has not experienced, and does not anticipate, any rate limits or other restrictions imposed by any providers of Generative AI Tools which may limit the Company's operation of its business as currently conducted.

(l) Schedule 4.20(l) sets forth a list of all websites and other services from which the Company has scraped, mined, or otherwise sourced data for purposes of training its models for the Company Products (including any pre-training), together with any applicable Contracts with respect to such activities. The Company is in compliance with all applicable Laws and Contracts with respect to its data sourcing activities and use of the resultant data sets.

(m) The Company has possession of or access to the source code for each version of software included in the Company Software, 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 owned 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 who are subject to written Contracts containing confidentiality restrictions protecting the source code for the Company Software from disclosure to other Persons or use for any purpose other than the development of Company Products.

(n) Neither 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 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 to be 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 to be 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.

(o) 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 (excluding data, databases, and collections of data that are used solely for the purposes of pre-training the models underlying the Company Products, and were collected by employees but may have originated from third party sources). 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.

(p) The Company has taken all reasonable steps to protect and preserve the confidentiality of all confidential or non-public information of the Company (including trade secrets) or provided by any third party to the Company (collectively, "Confidential Information"). The Company has taken all reasonable steps to ensure that all current and former employees, consultants, advisors and independent contractors of the Company, and any third party having access to Confidential Information to protect and preserve the confidentiality thereof, including by ensuring that all such Persons have executed and delivered to the Company a written legally binding Contract regarding the protection of such Confidential Information. 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 the confidentiality of any

Confidential Information. 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.

(q) 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 is and has been in material compliance with all applicable Laws in all applicable jurisdictions, the Company's Privacy Policy, 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 by the Company do not violate any applicable Laws or the Privacy Policy as it currently exists or as it existed at any time during which any Personal Data was collected or obtained by the Company, 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 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 Information collected, received and stored by the Company or on its behalf. The Company complies 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. There has been no 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, would 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) substantial liability of any kind to the Company.

(r) 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 in writing, or, to its Knowledge, otherwise, by any of its (i) current customers (the "Material Customers"), (ii) call center as a service or other material integration partners, or (iii) ten (10) largest suppliers (determined based on purchases from such suppliers for the twelve (12) months ended December 31, 2023 ("Applicable Period")) (collectively, the "Material Suppliers"), 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 and the respective revenues from or payments to such parties during the Applicable Period. 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, employees or independent contractors has been: (i) debarred, suspended, or excluded from participation under any state or federal health care program or any third-party health care payor plan or program; or (ii) the subject of any corporate integrity agreement, deferred prosecution agreement, monitoring agreement, consent decree, settlement order, or other similar agreement with or imposed by any Governmental Authority with respect to Healthcare Laws.

(b) The Company has not received any written notice 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 other Person with respect to any Healthcare Law.

(c) The Company is, and at all times within the past six (6) years 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 HIPAA privacy and security compliance infrastructure; (ii) has entered into, and materially complies with the terms of, Company's "business associate contracts" with each of its customers and subcontractors when required by HIPAA; (iii) has ensured that its workforce members have received training with respect to HIPAA, 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 conducted an accurate and thorough risk assessment of potential risks and vulnerabilities to the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined by HIPAA) and has implemented security measures to reduce risks and vulnerabilities to a reasonable and appropriate level to comply with HIPAA.

To the extent the Company de-identify or aggregate "protected health information," as such term is defined by HIPAA, such de-identification and data aggregation is conducted in accordance with HIPAA and all applicable Contracts, including but not limited to the business associate agreements between the Company and its customers.

(d) 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 no event has occurred that requires the Company to provide any such notification. The Company has not received any written notice from any Governmental Authority or other Person regarding any actual or possible violation of, or failure to comply with, HIPAA.

4.23 No Brokers. 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 material Liabilities of a type required to be set forth, reflected on or reserved against on a balance sheet prepared in accordance with GAAP, except for (a) Liabilities reflected in the Financial Statements, (b) Liabilities which have arisen after the date of 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, or (c) as set forth on Schedule 4.24.

4.25 Accounts Payable. The accounts payable of the Company reflected in the Interim Financial Statements or accrued since the date of the Latest Company Balance Sheet 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. All of the Receivables deemed uncollectible have been reserved against on the Financial Statements in accordance with the Accounting Principles. 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 and except to the extent reserved against the Receivables in accordance with the Accounting Principles. The Receivables have been valued in accordance with GAAP, consistently applied.

4.27 Exclusivity of Representations. Except as expressly set forth in Article IV (including the related portions of the Disclosure Schedules), neither the Company nor any of its Affiliates nor any director, manager, officer, equityholder, employee, Affiliate, agent or representative of any of the foregoing has made or is making any representation or warranty whatsoever, express or implied, (a) as to the business, operations, assets, liabilities, condition (financial or otherwise) or prospects of the Company; (b) as to the accuracy or completeness of any information regarding the Company furnished or made available to the Buyer and its representatives (including any information, documents or material made available to the Buyer in a data room, management presentation, site visit, or in any other form in expectation of or in connection with the Contemplated Transactions); or (c) any estimates, projections, forecasts or other plans of the Company. All such other representations and warranties are expressly disclaimed. Nothing contained in this Section 4.27 shall be construed to limit any claims for Fraud in the making of the representations and warranties expressly set forth in Article IV.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE BUSINESS EQUITYHOLDERS

Each Business Equityholder hereby, severally and not jointly, represents and warrants to the Buyer as follows:

5.01 Authority. Such Business Equityholder has full legal capacity to enter into this Agreement and any Ancillary Agreements to which such Business Equityholder is a party and to consummate the Contemplated Transactions. This Agreement and each of the Ancillary Agreements to which such Business Equityholder is a party has been duly executed and delivered by such Business Equityholder and assuming the due authorization, execution and delivery by the other parties hereto and thereto, constitute the valid and binding obligations of such Business Equityholder enforceable against such Business Equityholder in accordance with their respective terms, except as the same may be limited by the Bankruptcy and Equity Exceptions.

5.02 No Conflicts. The execution and delivery by such Business Equityholder of this Agreement and any Ancillary Agreement to which such Business Equityholder is a party, and the consummation of the Contemplated Transactions, does not and will not conflict with or violate any Law applicable to such Business Equityholder or by which such Business Equityholder is bound.

5.03 Title to Company Stock. The Company Stock owned by such Business Equityholder is free and clear of all Liens and Restrictions (other than restrictions on transfer under applicable state and federal securities Laws and the organizational documents of the Company as currently in effect).

5.04 Litigation. There is no Action pending or, to the knowledge of such Business Equityholder, expressly threatened in writing against such Business Equityholder, at Law or in equity, or before or by any Governmental Authority that reasonably would be expected to affect the legality, validity or enforceability of this Agreement or any of the Ancillary Agreements to which such Business Equityholder is a party or the consummation of the Contemplated Transactions by such Business Equityholder.

5.05 No Brokers. Such Business Equityholder 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.

5.06 Exclusivity of Representations. Except as expressly set forth in Article V (including the related portions of the Disclosure Schedules), neither such Business Equityholder nor any of its Affiliates nor any director, manager, officer, equityholder, employee, Affiliate, 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 Business Equityholder, (b) as to the business, operations, assets, liabilities, condition (financial or otherwise) or prospects of the Company; (c) as to the accuracy or completeness of any information regarding the Company furnished or made available to the Buyer and its representatives (including any information,

documents or material made available to the Buyer in a data room, management presentation, site visit, or in any other form in expectation of or in connection with the Contemplated Transactions); or (d) any estimates, projections, forecasts or other plans of the Company. All such other representations and warranties are expressly disclaimed. Nothing contained in this Section 5.06 shall be construed to limit any claims for Fraud in the making of the representations and warranties expressly set forth in Article V.

ARTICLE VI

CLOSING AND POST-CLOSING COVENANTS

6.01 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.

6.02 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 existing directors' and officers' liability insurance coverage in a form reasonably acceptable to the Buyer that shall provide the Company Indemnitees with coverage for six (6) years following the Closing Date of not less than the existing coverage and have other terms not materially less favorable to the insured persons than the Company's directors' and officers' liability insurance coverage presently maintained by the Company (the "D&O Tail"). The Buyer shall not, and shall cause the Company to not, take any action to modify or eliminate such D&O Tail. At or prior to the Closing, the Company shall provide a copy of the D&O Tail to the Buyer, along with written confirmation from the insurance provider that the D&O Tail will be bound at Closing.

6.03 Confidentiality. From and after the Closing, the Sellers' Representative and the Business Equityholders shall hold, and cause each of their respective Affiliates to hold, and each of the Sellers' Representative and the Business Equityholders shall use their reasonable efforts to cause 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 the Business Equityholders in the course of their employment with the Company from and after the Closing or in connection with exercising their rights and performing their obligations arising out of this Agreement), except to the extent that such information (a) is or becomes generally available in the public domain through no fault of the Sellers' Representative or the Business Equityholders or (b) is required by Law to be disclosed, provided the Sellers' 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. The Sellers' Representative shall be permitted to disclose any and all such terms or information (a) as may be reasonably required in connection with the Transaction contemplated hereby, including disclosure to its employees consultants, legal counsel, or accountants in connection with the performance of its responsibilities described herein, including the defense of any claims brought hereunder and (b) as is reasonable to disclose to the Business Equityholders regarding any claim amounts or reductions to their post-closing distributions and (c) to the Advisory Group in its capacity as such.

6.04 Publicity. (a) The Buyer, the Sellers' 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 Buyer, on the one hand, and the Sellers' Representative, on the other hand, 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 Sellers' Representative, the Business Equityholders or the Company without the prior written consent of the Buyer and the Sellers' 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 and the Business Equityholders, 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 6.04 or that do not reference the Closing Consideration (or any other financial metric such as proceeds, rate of return or multiples of capital invested) or the name of the Sellers' Representative, the Business Equityholders or their Affiliates (other than the Company).

For the avoidance of doubt, the parties hereto acknowledge and agree that each of AI2 Incubator Partners LLC, AI2 Investment Partners, LLC, AI2 Investment Partners-A, LLC, Flare Capital Partners II, L.P., Radical Ventures Fund II (International), L.P., Radical Ventures Fund II, L.P., and Washington Research Foundation (each, an "Institutional Investor") and its respective Affiliates may provide general information about the subject matter of this Agreement

as reasonably required to comply with the Institutional Investor's or its Affiliates' applicable partnership agreement, limited liability company agreement or comparable organizational agreement and to prospective investors in connection with fundraising. Notwithstanding anything contained herein to the contrary, in no event will the Buyer have any right to use the Institutional Investor's name or mark, or any abbreviation, variation or derivative thereof, in any press release, public announcement or other public document or communication regarding the Contemplated Transactions without the express prior written consent of the Institutional Investor (which may be withheld, conditioned or delayed by the Institutional Investor in its sole and unfettered discretion).

6.05 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 either (X) three (3) years with respect to Kevin Terrell, Suman Kawale and Yinhan Liu (Y) two (2) years with respect to Ziyuan Wan, Gaurav Shegokar and Blake Parsons or (Z) one (1) year with respect to Purujit Goyal, commencing on the Closing Date (collectively, the "Restricted Period"), such Persons 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, influence or hire, or attempt to solicit, entice, encourage, influence or hire, any employee, independent contractor or consultant of the Company (including any individual who was an employee, independent contractor or consultant of the Company at any time within the 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, independent contractor or consultant to perform services other than for the benefit of the Company;

(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 was a customer or supplier of the Company at any time within the twelve (12) month period prior to the time of such solicitation, enticement, encouragement or influencing) to alter, reduce or terminate its business relationship with the Company; or

(iv) 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 statement concerning the 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 the Buyer, the Company, 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).

(b) Notwithstanding Section 6.05(a), none of the following activities shall constitute a violation of Section 6.05(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; or (ii) holding up to 3% of the outstanding securities of any class of any publicly-traded securities of a company that is engaged in a Competing Business.

(c) Notwithstanding anything to the contrary set forth herein, the obligations of each Person specified in Section 6.05(a) are several and not joint, and they shall have liability under this Section 6.05 solely for their own breaches of the restrictive covenants in this Section 6.05.

(d) Notwithstanding anything to the contrary set forth herein, in the event of a breach of any of the provisions of Section 6.05(a) (the "Restrictive Covenants"):

(i) the Restricted Period shall be tolled as to a Person during the pendency of any breach of any of the Restrictive Covenants by such Person;

(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) seek the issuance of 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.

6.06 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 agree 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.

6.07 Termination of Company Retirement Plan. Effective as of the day immediately preceding the Closing Date, the Company shall terminate, or shall cause the termination of, all 401(k) Plans. The Company shall provide the Buyer with evidence that such 401(k) Plans have been terminated (effective no later than the day immediately preceding the Closing Date) 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 Company also shall take such other actions in furtherance of terminating the 401(k) Plans as the Buyer may reasonably require. The Buyer will use reasonable efforts, upon the request of an employee, to facilitate a direct transfer of an eligible rollover distribution (as defined in Section 401(a)(31) of the Code), including any portion of such distribution attributable to outstanding promissory notes, from the 401(k) Plan to the 401(k) Plan sponsored by the Buyer.

6.08 Release.

(a) The Business Equityholders, on behalf of themselves and, to the greatest extent permissible by applicable Law, each of the Business Equityholders' 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, 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 Business Equityholders 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 the Business Equityholders' 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 Business Equityholder if such Business Equityholder is or was an officer or director of the Company, with respect to any rights available to the Business Equityholder in such Business Equityholder'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 (including the D&O Tail) maintained by the Company or any successor for the benefit of the Business Equityholders, or (iv) any Claim of the Business Equityholders 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 6.08 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 6.08 shall be effective subject to and at the Closing.

6.09 Allocation Schedule. The Company has prepared and delivered to the Buyer a spreadsheet (the "Allocation Schedule"), accompanied by reasonably detailed back-up documentation for the calculations contained therein, setting forth the Company's good faith calculations of all of the information (in addition to the other required data and information specified therein) set forth on Schedule C attached hereto as of immediately prior to the Closing. In the event of any conflict between the provisions of this Agreement and the Allocation Schedule, the parties hereto hereby agree that the Allocation Schedule shall prevail. In connection with the consideration payable under this Agreement, each of the Business Equityholders hereby waives any right to notice, any liquidation preference, or any right or any other consideration they may have, including pursuant to the Company's organizational documents, by Contract or otherwise, except as set forth in the Allocation Schedule.

6.10 Transaction Bonus. At the Closing, certain of the Business Equityholders shall receive bonuses (each, a "Transaction Bonus") as set forth on the Allocation Schedule.

ARTICLE VII

SURVIVAL; INDEMNIFICATION

7.01 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 of the Company contained in 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) and the representations and warranties of the Business Equityholders contained in Section 5.01 (Authority), Section 5.02 (No Conflicts), Section 5.03 (Title to Company Stock), and Section 5.05 (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 and the Business Equityholders 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 (the "General Indemnification Expiration 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 following the Closing Date, except in the case of Fraud.

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 in accordance with this Article VII to another 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.

7.02 Indemnification Provisions. Subject to the terms, conditions and limitations provided herein (including Section 7.06), from and after the Closing, whether or not involving a Third Party Claim, (A) the Business Equityholders shall (i) jointly, to the extent of the Indemnity Holdback Amount, (B) the Common Equivalent Holders shall, as to any amounts exceeding the Indemnity Holdback Amount, severally, and not jointly, in accordance with each Common Equivalent Holder's Common Equivalent Pro Rata Share, and (C), as to any amounts exceeding those described in the immediately foregoing clauses (A) and (B), the Secondary

Indemnitors shall severally, and not jointly, in accordance with each Secondary Indemnitor's Indemnity Pro Rata Portion, in each case, indemnify, hold harmless, pay, and reimburse 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: (a) any breach of, or any inaccuracy in, any representation or warranty made by the Company or the Business Equityholders in Article IV or Article V; (b) any breach or default in performance by the Business Equityholders, the Sellers' 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; (c) regardless of the disclosure of any matter set forth in the Disclosure 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 Pre-Closing Statement; (d) regardless of the disclosure of any matter set forth in the Disclosure Schedules, any Liability of the Company, Buyer or any of their Affiliates for Taxes resulting from or related to the Share Reallocation; (e) regardless of the disclosure of any matter set forth in the Disclosure Schedules, any Liability of the Company, Buyer or any of their Affiliates resulting from or relating to any Action or Order involving ZoomInfo Technologies, LLC or otherwise related to the ZoomInfo Dispute (as defined in the Disclosure Schedules) or (f) any Liability of the Company, Buyer or any of their Affiliates resulting from or relating to the relationship with Flagship Sales that occurred prior to Closing and/or the termination of the Independent Contractor Agreement with Flagship Sales that occurred prior to Closing; *provided, however*, that (x) except with respect to the breach of any of the Fundamental Representations and Warranties or Losses resulting from Fraud, the Common Equivalent Holders and Secondary Indemnitors shall not have any obligation to indemnify the Buyer Indemnified Parties under Section 7.02(a) from and against any such Losses until the aggregate amount of indemnifiable Losses suffered by the Buyer Indemnified Parties under Section 7.02(a) exceeds Forty Six Thousand Fifty Dollars ($46,050) (the "Deductible"), whereupon the Common Equivalent Holders and Secondary Indemnitors shall be obligated to indemnify the Buyer Indemnified Parties from and against all such Losses that exceed the Deductible and (y) except with respect to the breach of any of the Fundamental Representations and Warranties or Losses resulting from Fraud, the Common Equivalent Holders and Secondary Indemnitors' aggregate Liability for indemnification under Section 7.02(a) shall not exceed the Indemnity Holdback Amount (after which point the Common Equivalent Holders and Secondary Indemnitors will have no obligation to indemnify the Buyer Indemnified Parties from and against any further Losses under Section 7.02(a) (except with respect to the breach of any of the Fundamental Representations and Warranties or Losses resulting from Fraud)); *provided further*, that, except in the case of Fraud, the Common Equivalent Holders and Secondary Indemnitors' aggregate Liability for Losses incurred pursuant to the terms of this Agreement shall in no event exceed the portion of the Closing Consideration (including the amount of any Transaction Bonus received and Total SAFE Consideration) actually received by the Common Equivalent Holders and Secondary Indemnitors (after which point the Common Equivalent Holders and Secondary Indemnitors will have no obligation to indemnify the Buyer Indemnified Parties from and against any further Losses). Only the Party who commits a Fraud, or has actual knowledge of such Fraud, shall be responsible for Losses resulting from such Fraud and only to the Party who suffered such Losses, and the indefinite survival of the applicable

representation and warranty due to such Fraud shall apply only to the Party who committed such Fraud, or had actual knowledge of such Fraud.

7.03 Matters Involving Third Parties.

(a) If any third party notifies a Buyer Indemnified Party with respect to any matter (a "Third Party Claim") which would reasonably be expected to give rise to a claim for indemnification against the Common Equivalent Holders and Secondary Indemnitors for which they would be obligated to provide indemnification pursuant to this Article VII (in such capacity, the "Indemnifying Parties"), then the Buyer Indemnified Party shall promptly notify the Sellers' Representative (on behalf of the Indemnifying Parties) in writing, describing in reasonable detail the claim, the amount thereof (if known and quantifiable) and the basis of the claim; *provided*, that, the failure to so notify the Sellers' Representative 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 Sellers' Representative (on behalf of the Indemnifying Parties). Following receipt of a written notice of a Third Party Claim, the Sellers' Representative shall be given access (including electronic access to the extent available), as it may reasonably require, to the books and records of the Company and Business Equityholders and access to any such personnel or representatives of the Company during normal business hours, as it may reasonably require for the purpose of investigating and resolving the Third Party Claim.

(b) With respect to any Third Party Claim, the Sellers' Representative shall have the right, on behalf of the Indemnifying Parties and at their expense including from the Expense Fund to the extent funds are available, to participate in or assume control of the negotiation, settlement or defense of the Third Party Claim, through counsel reasonably acceptable to the Buyer Indemnified Party; *provided* that the Sellers' Representative 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 conduct; (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 VII; (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 Sellers' Representative has failed or is failing to defend in good faith the Third Party Claim; or (vi) the Sellers' Representative has not acknowledged that such Third Party Claim is subject to indemnification pursuant to this Article VI. If the Sellers' Representative elects to assume such control, the Buyer 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 Buyer Indemnified Party unless, if under the applicable standards of professional conduct, a conflict with respect to any interests between the Sellers' Representative or the Indemnifying Parties, on the one hand, and the Buyer Indemnified Party, on the other hand, exists in respect of such action or proceeding (and in which case, the Sellers' Representative, at the expense of the Indemnifying Parties, 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 Buyer Indemnified Party). Until such time as the Sellers'

Representative has delivered a written notice of intent to defend a Third Party Claim to the Buyer Indemnified Party, the Buyer Indemnified Party may undertake the defense of such Third Party Claim; *provided*, that if the Sellers' Representative fails to deliver written notice of its intent to defend a Third Party Claim within ten (10) Business Days of receipt of notice of such Third Party Claim, then the Sellers' Representative (on behalf of the Company Security Holders) waives its rights to assume control of the negotiation, settlement or defense of such Third Party Claim and any costs incurred by Buyer to defend such Third Party Claim shall be borne by the Indemnifying Parties if such Third Party Claim is ultimately indemnifiable under the terms and conditions of this Agreement; *provided*, *further*, that the Buyer Indemnified Party shall not settle or compromise such Third Party Claim without the prior written consent of the Sellers' Representative (which in any event shall not be unreasonably withheld, conditioned or delayed) unless the Buyer Indemnified Party expressly waives any right to seek or obtain indemnification hereunder or any other remedy against the Indemnifying Parties with respect to such Third Party Claim. If the Sellers' Representative exercises its right to control the defense of a Third Party Claim, the Sellers' Representative shall obtain the prior written consent of the Buyer 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 Buyer Indemnified Party or any of its Affiliates, (ii) such settlement does not expressly and unconditionally release all Buyer Indemnified Parties from all Liabilities and obligations with respect to such claim without prejudice, or (iii) such settlement includes any statement as to or an admission of fact, culpability or failure to act by or on behalf of the Buyer Indemnified Party or any of its Affiliates.

7.04 Direct Claims.

(a) In order to seek indemnification against the Indemnifying Parties under this Article VII with respect to a Loss that does not result from a Third Party Claim, the Buyer Indemnified Party shall promptly notify the Sellers' Representative (on behalf of the Indemnifying Parties) in writing, describing the claim, the amount thereof (if known and quantifiable) and the basis of the claim (an "Indemnification Claim Notice"); *provided*, that the failure to so notify the Sellers' Representative 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 Sellers' Representative (on behalf of the Indemnifying Parties). The Indemnification Claim Notice shall describe in reasonable detail the claim, the amount thereof (if known and quantifiable) and the basis of the claim. The Seller's Representative shall be given access (including electronic access to the extent available) as it may reasonably require to the books and records of the Company and Business Equityholders and access to such personnel or representatives of the Company during normal business hours as it may reasonably require for the purpose of investigating or resolving any disputes. A Buyer Indemnified Party may update an Indemnification Claim Notice from time to time to reflect any change in circumstances following the date thereof.

(b) The Sellers' Representative shall have thirty (30) days after its receipt of such Indemnification Claim Notice to respond in writing to such claim. If the Sellers' Representative does not object in writing within such thirty (30) period by delivery of a written notice of objection containing a reasonably detailed description of the facts and circumstances supporting an objection to the applicable indemnification claim (an "Indemnification Claim

Objection Notice"), such failure to so object shall be acknowledgment by the Sellers' Representative (on behalf of the Indemnifying Parties) that the Buyer Indemnified Party is entitled to the full amount of the claim for Losses set forth in such Indemnification Claim Notice (subject to the limitations set forth in this Article VII). If the Sellers' Representative notifies the Buyer Indemnified Party in writing that it does not dispute the claim described in such Indemnification Claim Notice, the Losses in the amount specified in the Indemnification Claim Notice will be deemed a Liability of the Indemnifying Parties and the Buyer Indemnified Party shall be entitled to recover the amount of such Losses from the Indemnifying Parties in accordance with the terms and conditions of this Article VII.

(c) If the Sellers' Representative timely delivers an Indemnification Claim Objection Notice or such Indemnification Claim Notice is deemed rejected, the Sellers' Representative and the Buyer Indemnified Party shall attempt in good faith to agree upon the rights of the respective parties with respect to such claim. If the Sellers' Representative and the Buyer Indemnified Party should so agree, a memorandum setting forth such agreement shall be prepared and signed by both parties. The Buyer, the Sellers' Representative and the Indemnifying Parties shall be entitled to conclusively rely on any such memorandum and the Buyer shall be entitled to promptly release a portion of the Indemnity Holdback Amount with an aggregate value equal to the agreed upon Losses set forth in such memorandum in accordance with the terms thereof and Section 7.05.

(d) If, after the exercise of such good faith efforts, the Sellers' Representative and the Buyer Indemnified Party are unable to agree upon the resolution of such Indemnification Claim Notice or Indemnification Claim Objection Notice in accordance with Section 7.04(c), the Buyer Indemnified Party may pursue any and all legal or equitable remedies available to them in this Agreement.

7.05 Release of Indemnity Holdback Amount; Payment.

(a) If it is agreed or finally determined pursuant to Sections 7.04(b), 7.04(c) or 7.04(d) that there are indemnifiable Losses ("Indemnifiable Losses"), then the Buyer shall be entitled to permanently withhold from the Business Equityholders, and the Business Equityholders hereby automatically and with no further action required on their part forever waive and discharge any rights in or to, a portion of the Indemnity Holdback Amount with an aggregate value equal to the amount of such Indemnifiable Losses (or as much of the Indemnity Holdback Amount that is then available) and the Buyer shall be entitled to permanently retain such amount so withheld.

(b) Should the funds then available from the Indemnity Holdback Amount be insufficient to satisfy the full amount of the Indemnifiable Losses (such shortfall, the "Shortfall"), then the Shortfall shall be satisfied (i) first, by payment in cash by the Common Equivalent Holders in accordance with their Common Equivalent Pro Rata Shares promptly in immediately available funds by wire transfer to an account designated by the Buyer and (ii) second, by payment in cash by the Secondary Indemnitors in accordance with their Indemnity Pro Rata Portions promptly in immediately available funds by wire transfer to an account designated by the Buyer .

(c) Within ten (10) Business Days following the General Indemnification Expiration Date, the Buyer shall (i) notify the Sellers' Representative in writing of the amount that the Buyer determines in good faith to be necessary to serve as security needed to satisfy all claims for indemnification, compensation or reimbursement for any unresolved claims asserted in any Indemnification Claim Notice (which, with respect to any Third Party Claim, shall be no less than the amount claimed by the third party claimant in the Third Party Claim) that was delivered to the Sellers' Representative at or prior to 11:59pm Pacific Time on the General Indemnification Expiration Date (each such claim an "Unresolved Claim" and such amount, the "Retained Indemnity Holdback Amount") and (ii) pay, or cause to be paid, to the Company Security Holders, in accordance with their Indemnity Holdback Pro Rata Percentage, the portion of the Indemnity Holdback Amount then remaining as of the General Indemnification Expiration Date (as reduced from time to time by the Buyer pursuant to the terms of this Agreement) minus an amount of cash that is equal to the Retained Indemnity Holdback Amount by wire transfer of immediately available funds to each Business Equityholder's account using such payment instructions collected by the Company in connection with Closing (as updated in writing by the Sellers' Representative, as applicable); *provided*, that as a condition to the Buyer's obligation to make such payments, the Sellers' Representative shall first deliver to the Buyer an updated Allocation Schedule setting forth the portion of the Indemnity Holdback Amount payable to each Business Equityholder; *provided*, *further*, that any such amounts to be paid to Employee Optionholders shall be paid in accordance with the Payroll Payment Procedures.

(d) Any portion of the Retained Indemnity Holdback Amount that is not permanently retained by the Buyer shall, upon the final resolution of any such Unresolved Claims, be distributed by, or on behalf of, the Buyer to each Company Security Holder, in accordance with their Indemnity Holdback Pro Rata Percentage, by wire transfer of immediately available funds to each Business Equityholder's account designated in writing by the Sellers' Representative; *provided*, that as a condition to the Buyer's obligation to make such payments, the Sellers' Representative shall first deliver to the Buyer an updated Allocation Schedule setting forth the portion of the Retained Indemnity Holdback Amount payable to each Business Equityholder; *provided*, *further*, that any such amounts to be paid to Employee Optionholders shall be paid in accordance with the Payroll Payment Procedures.

7.06 Determination of Losses. For purposes of calculating the amount of Losses that are the subject matter of an indemnification claim pursuant to this Article VII, but not for purposes of determining whether there has been a breach of any representation or warranty contained in this Agreement or in any certificate or instrument delivered pursuant hereto, the representations and warranties contained in this Agreement or in any certificate or instrument delivered pursuant hereto shall be deemed to have been made without any qualification as to "materiality", "material adverse effect", "Material Adverse Effect", or any other materiality qualifications. The amount of any Loss subject to indemnification under this Article VII shall be reduced by the amounts of any insurance proceeds or other recovery actually received by the Buyer Indemnified Party in connection therewith (less the Buyer 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 Buyer Indemnified Party with respect to any Losses for which any such Buyer Indemnified Party has been indemnified hereunder, then a refund equal to the amount of the recovery (less the reasonable costs incurred by the Buyer 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 Parties in respect of the Loss, shall be made promptly to the Indemnifying Parties in accordance with their Common Equivalent Pro Rata Shares or Indemnity Pro Rata Portions, as applicable, that made or directed and provided such indemnification payments to such Buyer Indemnified Party.

7.07 No Right of Contribution. The Business Equityholders shall not have any right of contribution against the Company for any claim (including any Third Party Claim) asserted by any Buyer Indemnified Party under this Article VII, 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.

7.08 Exclusive Remedy. The Buyer, the Business Equityholders and the Company acknowledge and agree that from and after the Closing, the provisions of this Article VII shall be the sole and exclusive remedy of any Buyer Indemnified Party with respect to any and all claims arising out of breaches of representations, warranties, covenants or agreements contained in this Agreement or otherwise arising out of, related to, or in connection with the Contemplated Transactions, other than claims for Fraud. Nothing in this Section 7.08 shall prevent or prohibit a Party from seeking or obtaining specific performance in accordance with Section 6.05(d)(ii) or Section 10.11.

7.09 Tax Treatment of Indemnity Payments. Any indemnity payment made under this Article VII shall be treated by all Parties as an adjustment to the Closing Consideration for all Tax purposes to the extent permitted by applicable Law.

ARTICLE VIII

TAX MATTERS

8.01 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.

8.02 Tax Returns. 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 ("Buyer Tax Returns"). To the extent any Buyer Tax Return shows a material amount of Taxes that are indemnifiable pursuant to Section 7.02, the Buyer shall (i) provide to the Sellers' Representative a draft of each such Buyer Tax Return a reasonable period prior to the due date (including extensions) for filing such 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 Sellers' Representative with respect to such Tax Return.

8.03 Tax Contests.

(a) The Buyer shall control the conduct of any inquiries, claims, assessments, audits or similar events with respect to Taxes of the Company (each, a "Tax Contest"); provided that with respect to any Tax Contest relating to a material amount of Taxes that are indemnifiable pursuant to Section 7.02, the Buyer shall keep the Sellers' Representative apprised of the status of such Tax Contest and consider in good faith any comments made by the Seller Representative in prosecuting, settling or otherwise compromising such Tax Contest and shall not settle or otherwise compromise such Tax Contest without the prior written consent of the Sellers' Representative (which consent shall not be unreasonably withheld, conditioned or delayed). To the extent of any conflict or overlap between the provisions of this Section 8.03(a) and Section 7.03, the provisions of this Section 8.03(a) shall control.

8.04 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 6.06, 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 IX

DEFINITIONS

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

"Accounting Principles" means, collectively, GAAP, applied on a consistent basis with the accounting methods, practices and policies applied by the Company in preparing the Year-End Financial Statements as at and for the year ended December 31, 2023 (to the extent in accordance with GAAP).

"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 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 any affiliated, consolidated, combined, unitary or similar group for Tax purposes, including any arrangement for group or consortium relief or similar arrangement, of which the Company is or has been a member.

"Ancillary Agreements" means the Employment Agreements, the Consulting Agreement, the SAFE Cancellation Agreements, and any certificates or other instruments delivered pursuant hereto.

"Business Day" means any day, excluding Saturday, Sunday and any other day on which commercial banks in New York, New York 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 12:01am Eastern 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.

"Closing Consideration" means an amount equal to (i) Nine Million Six Hundred Thirty-Four Thousand Eight Hundred Sixty-Seven Dollars and Ninety-Eight Cents ($9,634,867.98), plus (ii) the Adjustment Amount (if the Adjustment Amount is a positive number), minus (iii) the absolute value of the Adjustment Amount (if the Adjustment Amount is a negative number), plus (iv) the aggregate amount of the exercise price of all In-the-Money Company Options outstanding immediately prior to the Closing.

"Closing Indebtedness" means the amount of consolidated Indebtedness of the Company outstanding immediately prior to the Closing, determined in accordance with the Accounting Principles.

"Code" means the Internal Revenue Code of 1986.

"Common Equivalent Holder" means a Business Equityholder that holds Company Common Stock and In-the-Money Company Options.

"Common Equivalent Pro Rata Share" means, with respect to each Company Common Stockholder and Company Optionholder, the quotient obtained by dividing (a) the aggregate amount of Closing Consideration (including the amount of any Transaction Bonus received) paid to such Company Common Stockholder or Company Optionholder (prior to deducting any Taxes) with respect to the In-the-Money Company Options and Company Common Stock held by such Company Common Stockholder or Company Optionholder, as applicable, by (b) the aggregate amount of Closing Consideration (including the amount of any Transaction Bonus received) paid to all Company Common Stockholders and Company Optionholders (prior to deducting any Taxes) with respect to the In-the-Money Company Options and Company Common Stock held by such Company Common Stockholders and Company Optionholders.

"Company Common Stock" means the common stock of the Company, par value $0.0001 per share.

"Company Common Stockholders" means the holders of Company Common Stock.

"Company Equity Plan" means Birch Technologies, Inc. 2020 Equity Incentive Plan.

"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 Option" means each option to purchase shares of Company Common Stock issued under the Company Equity Plan or otherwise that is outstanding and unexercised immediately prior to the Closing.

"Company Optionholder" means any holder of an In-the-Money Company Option.

"Company Preferred Stock" means the Series Seed-1 Preferred Stock and the Series Seed-2 Preferred Stock.

"Company Preferred Stockholders" means the holders of Company Preferred Stock.

"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.

"Company SAFE" mean each Simple Agreement for Future Equity issued by the Company, including those Company SAFEs that are listed on Section 4.04 of the Disclosure Schedules.

"Company SAFE Consideration" means, with respect to any Company SAFE, the "Purchase Amount" set forth in such Company SAFE.

"Company SAFE Holder" means any holder of a Company SAFE as of immediately prior to the Closing.

"Company Securities" means any Company Stock, Company Option and Company SAFE.

"Company Security Holder" means any Company Stockholder, Company SAFE Holder and Company Optionholder.

"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.

"Company Stock" means, collectively, the Company Common Stock and Company Preferred Stock.

"Company Stockholder" means Company Common Stockholders and Company Preferred Stockholders.

"Competing Business" means the business of designing, developing, architecting, marketing, selling, and implementing any product or service that implements automated:

- voice transcription,
- extraction of data from documents,
- speech to text and text to speech,

- summarization using Large Language Models,
- analytics,
- outbound calls to engage with IVR or human or portal, or agent assist; and

any of the above in combination with integration with switches and customer relationship management (CRM), integration with clients and Company knowledge-base, specifically applicable and limited to healthcare payer, healthcare provider, life sciences, medical devices, and other healthcare companies. For purposes of clarity, Competing Business does not include solutions outside of healthcare payer, healthcare provider, life sciences, medical devices, and other healthcare companies.

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

"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 Liabilities" means accounts payable, accrued expenses (including credit card payables), and other current liabilities of the Company (including accrued liabilities) (but excluding Liabilities for Taxes, Closing Indebtedness and Closing Transaction Expenses) determined in accordance with the Accounting Principles.

"Data Room" means the electronic documentation site in respect of the Company and the Contemplated Transactions, established by Firmex on behalf of the Company.

"Delayed Current Liabilities" means all Current Liabilities that remain due and payable following such Current Liability's ordinary course credit period.

"Employee Optionholder" means a holder of a In-the-Money Company Option who is a current or former employee of the Company for applicable employment Tax purposes or otherwise with respect to whom the Company has Tax withholding obligations in connection with payment of the applicable Closing Consideration.

"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.

"Expense Fund" means the bank account used by the Sellers' Representative to hold the Expense Fund Amount.

"Expense Fund Amount" means an amount of cash equal to $25,000.

"Expense Fund Pro Rata Percentage" means the percentage of the Expense Fund Amount due to each individual Company Security Holder as set forth in the Allocation Schedule upon the release of any portion of the Expense Fund to the Company Security Holders in accordance with Article XI, if any.

"Fraud" means actual and intentional fraud.

"GAAP" means United States generally accepted accounting principles.

"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, including any large language models underlying, or that can be used to develop, the same.

"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 above; (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.

"In-the-Money Company Option" means any Company Option that is outstanding immediately prior to the Closing with an exercise price per share of Company Common Stock that is less than the price per share receivable at the Closing for each share of Company Common Stock subject to each Company Option held by a Company Optionholder as reflected in the Allocation Schedule.

"Indebtedness" means, without duplication, (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 (including any notes convertible into Capital Stock or otherwise), 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 in respect of any lease of (or other arrangement conveying the right to use) personal property, or a combination thereof, which Liabilities are required to be classified and accounted for under GAAP as capital leases (excluding any real property leases); (f) 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); (g) any accrued interest, premiums, penalties and other obligations relating to the foregoing; (h) any Pre-Closing Taxes; (i) the amount of any accrued paid time off owed to or to be paid or provided to any employee of the Company; (j) the accrued and unpaid portion of any wages, bonuses (including expected end of fiscal year 2023 discretionary bonuses), royalties, residuals, commissions, severance, retention, settlement, deferred compensation, change in control award, bonuses and other similar obligations with respect to employees and other service providers of the Company prior to the Closing (including the employer portion of any applicable payroll, social security, unemployment or similar Taxes with respect thereto); (k) any Delayed Current Liabilities; and (l) any indebtedness referred to in clauses (a) through (k) 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; provided, further, for the avoidance of doubt, Indebtedness does not include deferred revenue. 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. For the avoidance of doubt, Indebtedness shall not include any amounts included in Transaction Expenses in the Pre-Closing Statement.

"Indemnity Holdback Amount" means One Million One Hundred Sixty Sixty Thousand Eight Hundred and Ninety Four Dollars and Sixty-Eight Cents ($1,166,894.68).

"Indemnity Holdback Pro Rata Percentage" means the percentage of the Indemnity Holdback Amount due to each individual Company Security Holder as set forth in the Allocation Schedule upon the release of any portion of the Indemnity Holdback Amount to the

Company Security Holders in accordance with Article VII, if any.

"Indemnity Pro Rata Portion" means, with respect to each Secondary Indemnitor, the quotient obtained by dividing (a) the aggregate amount of Closing Consideration (including the amount of any Transaction Bonus received) paid to such Secondary Indemnitor (prior to deducting any Taxes) with respect to the Company SAFEs and shares of Company Preferred Stock held by such Secondary Indemnitor, as applicable, by (b) the aggregate amount of Closing Consideration (including the amount of any Transaction Bonus received) paid to all Secondary Indemnitors (prior to deducting any Taxes) with respect to the Company SAFEs and shares of Company Preferred Stock held by such Secondary Indemnitor, as applicable.

"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 of the Company" means the actual knowledge after reasonable inquiry of Kevin Terrell, Suman Kawale, and Yinhan Liu.

"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 attorney's fees, costs and expenses), 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 Liability, whether or not involving a Third Party Claim; *provided*, *however*, that "Losses" shall not include (except in the event of Fraud), punitive or exemplary damages, except to the extent actually awarded by a court of competent jurisdiction to any Person (other than a Party or any Affiliate of a Party or to any Indemnified Party) in 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, relating to the identity of, or facts and circumstances relating to, 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.

"Non-Employee Optionholder" means a holder of a In-the-Money Company Option who is not a current or former employee of the Company for applicable employment Tax purposes and with respect to whom the Company has no Tax withholding obligations in connection with payment of the applicable Closing Consideration.

"Open Source License" means 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" means 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 the ordinary course of 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, in whole or in part.

"Pandemic Response Laws" means the CARES Act, the Families First Coronavirus Response Act, the COVID-related Tax Relief Act of 2020, the Presidential Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster (as issued on August 8, 2020, and including any administrative or other guidance published with respect thereto by any Governmental Entity (including IRS Notice 2020-65)), and any other similar or additional U.S. federal, state, or local or non-U.S. Law, or administrative guidance intended to benefit taxpayers in response to the COVID-19 pandemic and associated economic downturn.

"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 GAAP; (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 GAAP; (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 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 (f) purchase money liens and liens securing rental payments under capital lease arrangements; and (e) to Intellectual Property Rights granted to customers in the Ordinary Course of Business.

"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 Company Privacy Policy.

"Pre-Closing Taxes" means (i) 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, (ii) 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 operation of Law, by Contract, or otherwise in connection with a transaction or event occurring before the Closing, and, (iii) fifty (50%) of any Transfer Taxes and (iv) any other Taxes of the Company attributable to the Contemplated Transactions.

"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.

"Secondary Indemnitor" means any Company Preferred Stockholder and Company SAFE Holder.

"Series Seed-1 Preferred Stock" means the Series Seed-1 Preferred Stock of the Company, par value $0.0001 per share.

"Series Seed-2 Preferred Stock" means the Series Seed-2 Preferred Stock of the Company, par value $0.0001 per share.

"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.

"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.

"Total SAFE Consideration" means the aggregate amount of Company SAFE Consideration payable in respect of all Company SAFEs.

"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 the Transaction Bonuses set forth on the Allocation Schedule), discretionary bonus, change-of-control payment, phantom equity payout, "stay-put", severance 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 D&O Tail; (e) the Business Equityholders' share, as determined pursuant to Section 6.06, of Transfer Taxes; (f) any administrative costs incurred by the Company in connection with the termination of the Company's 401(k) Plan; and (g) any other fees, costs, expenses or payments resulting from the change of control of the Company, the termination of any Contracts set forth on Schedule B (for the avoidance of doubt, include the Company Lease), 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.

"Unvested Company Option" means any Company Option that, as of immediately prior to the Closing, has not vested and will not vest as a result of the occurrence of the Contemplated Transactions. For purposes of clarification, for any outstanding Company Options that are partially vested, only the unvested portions of such Company Options will be considered Unvested Company Options, and the vested portions of such Company Options will be considered Vested Company Options.

"Vested Company Option" means any Company Option that, as of immediately prior to the Closing, has vested or vests as a result of the occurrence of the Contemplated Transactions. For purposes of clarification, for any outstanding Company Options that are partially vested, only the vested portions of such Company Options will be considered Vested Company Options, and the unvested portions of such Company Options will be considered Unvested Company Options.

ARTICLE X

GENERAL PROVISIONS

10.01 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 Sellers' Representative or any Business Equityholder to:

WT Representative LLC
50 South 6th Street, Suite 1290
Minneapolis, MN 55402

Attention: Fiona Boger
Email: RepNotices@wilmingtontrust.com; fboger@wilmingtontrust.com

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

Koley Jessen P.C., L.L.O.
1125 S 103rd St. # 800
Omaha, NE 68124
Attention: David Winkler, Esq.
E-mail: dwinkler@koleyjessen.com
Telephone: (402) 343 3754

10.02 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. The Exhibits, Appendices and Schedules constitute a part hereof as though set forth in full above.

10.03 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.

10.04 Amendment; Waiver. This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by the Buyer and the Sellers' 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.

10.05 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 Sellers' 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 10.05 shall be null and void *ab initio*.

10.06 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.

10.07 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 10.07 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; and

(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.

10.08 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.

10.09 Forum Selection and Consent to Jurisdiction. EXCEPT AS PROVIDED IN SECTION 6.05(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 DELAWARE OR ANY STATE COURT LOCATED IN THE STATE OF DELAWARE 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.

10.10 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 10.10.

10.11 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 6.05(d)(ii), a non-breaching Party shall be entitled to seek injunctive relief without the posting of any bond to prevent breaches of this Agreement and to specifically enforce the terms and provisions hereof.

10.12 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 has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement, which is the result of arm's length negotiations conducted by and between the Parties and their respective counsel. This Agreement shall be deemed drafted jointly by the Parties and nothing shall be construed against one Party or another as the drafting Party.

10.13 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 10.13 are in addition to the rights of the Parties set forth in Section 6.05(d)(iii).

10.14 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 6.02, Section 6.05(d)(ii), and Article VII.

10.15 Disclosure Schedules. A disclosure made in any of the Disclosure Schedules (or subparts thereof) that reasonably informs the Buyer of information with respect to any other Disclosure Schedule (or subparts thereof) in order to avoid a breach thereof or inaccuracy thereunder 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 Disclosure 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.

10.16 Representation of Business Equityholders and their Affiliates. The Buyer and the Company agree, on their own behalf and on behalf of their Affiliates, that (a) one or more of the Company and the Business Equityholders (and their respective Affiliates) have retained Koley Jessen, P.C., L.L.O. ("Koley Jessen") to act as their counsel in connection with the Contemplated Transactions as well as other past matters, (b) Koley Jessen has not acted as counsel for any other Person in connection with the Contemplated Transactions and no other Person has the status of a Koley Jessen client for conflict of interest or any other purpose, and (c) following the Closing, Koley Jessen may serve as counsel to one or more of the Business Equityholders and their respective Affiliates in connection with any matters related to this Agreement, the negotiation, execution or performance of this Agreement or the Contemplated Transactions, including any litigation, claim or obligation arising out of or relating to this Agreement, the negotiation, execution or performance of this Agreement or the Contemplated Transactions, notwithstanding any representation by Koley Jessen prior to the Closing Date of any one or more of the Company or Business Equityholders (and their respective Affiliates). The Buyer and the Company (on behalf of themselves and their respective Affiliates) also further agree that, as to all communications among Koley Jessen, on the one hand, and the Company, the Business Equityholders, and their respective Affiliates and representatives, on the other hand, that relate in any way to this Agreement, the negotiation, execution or performance of this Agreement or the Contemplated Transactions, the attorney-client privilege and the expectation of client confidence belongs to the Business Equityholders and shall be controlled by the Sellers' Representative and will not pass to or be claimed by the Buyer or the Company. In addition, as of the Closing, all of the client files and records in the possession of Koley Jessen related to this Agreement, the negotiation, execution or performance of this Agreement and the Contemplated Transactions will continue to be property of (and be controlled by) the Sellers' Representative and the Company will not retain any copies of such records or have any access to them. Without limiting the foregoing, the Buyer and the Company, on behalf of themselves and their respective Affiliates, representatives, and the successors and assigns of each of the foregoing (the "Waiving Parties"), hereby acknowledge and agree that all (x) emails and other communications from or among any Business Equityholder, the Company, or the respective Affiliates, directors, managers, officers, employees, agents, advisors, attorneys, accountants, consultants or other representatives of any Business Equityholder concerning, related to or in respect of the sale process, this Agreement, the Ancillary Agreements or the Contemplated Transactions (including all prior drafts) (whether or not such email or other communication is entitled to any attorney-client or other privilege), and (y) documents or materials created by or on behalf of any Business Equityholder or the Company in connection with, in preparation for, related to or arising out of

the sale process, any prior sale processes, this Agreement, the Ancillary Agreements or the Contemplated Transactions (including all prior drafts) and the subject matter hereof and thereof, or any dispute or proceeding arising out of or relating to, the sale process, this Agreement, the Ancillary Agreements, the Contemplated Transactions or any matter relating to any of the foregoing, will be exclusively owned and controlled by the Sellers' Representative and shall not pass to or be claimed by the Buyer, the Company or any Affiliates thereof and from and after the Closing none of Buyer, the Company or any Affiliates thereof or any other Person purporting to act on behalf thereof or any of the Waiving Parties will seek to access, obtain, use, rely on or otherwise disclose the same, including by or through any legal or other process, without in each case first obtaining the Sellers' Representative's consent, which such consent shall not be unreasonably withheld, conditioned or delayed. In furtherance of the foregoing, each of Buyer and the Company acknowledges and agrees that it would be impractical to remove all such emails and communications from the records (including emails and other electronic files) of the Company and that any possession of the Buyer or the Company of any of the foregoing will not affect or alter the ownership of such emails and communications. Notwithstanding the foregoing, in the event that a dispute arises between the Buyer, the Company or any of their Affiliates, on the one hand, and a third party other than a party to this Agreement (or an Affiliate thereof), on the other hand, (i) the Business Equityholders shall, upon Buyer's request, direct Koley Jessen to deliver to Buyer any and all such attorney-client communications and protected work product referred to this Section 10.16 related to such dispute and (ii) Buyer, the Company and their Affiliates may assert the attorney client privilege to prevent disclosure of confidential communications by Koley Jessen to such third party; *provided*, *however*, that Buyer, the Company and their Affiliates may not waive such privilege without the prior written consent of the Sellers' Representative which such consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE XI

SELLERS' REPRESENTATIVE

11.01 Appointment of the Sellers' Representative. Each of the Business Equityholders hereby irrevocably appoints the Sellers' Representative to act on behalf of the Business Equityholders regarding any matter relating to or arising under this 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, as applicable, in accordance with this Agreement; provided, for clarity, the Buyer will make the payments directly to such parties as contemplated by Section 2.02(a) and Section 7.05(c); (ii) taking any action on behalf of the Business Equityholders that may be necessary or desirable, as determined by the Sellers' Representative in its sole discretion, in connection with (x) the indemnification provisions set forth in Article VII and (y) the amendment of this Agreement in accordance with Section 10.04; (iii) accepting notices on behalf of the Business Equityholders in accordance with Section 10.01; (iv) executing and delivering, on behalf of any Business Equityholder 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 Sellers' Representative of the Business Equityholders under this Agreement, the Sellers' Representative shall act as the

agent for each Business Equityholder and shall have authority to bind each Business Equityholder in accordance with this Agreement. The Sellers' Representative shall owe no fiduciary duties to the Business Equityholders or any other Person under this Agreement.

11.02 Indemnification of the Sellers' Representative; Limitations of Liability. Certain Business Equityholders have entered into an engagement agreement (the "Sellers' Representative Engagement Agreement") with the Sellers' Representative to provide direction to the Sellers' Representative in connection with its services under this Agreement (such Business Equityholders, including their individual representatives, collectively herein referred to as the "Advisory Group"). Neither the Sellers' Representative nor its members, managers, directors, officers, contractors, agents and employees nor any member of the Advisory Group (collectively, the "Sellers' Representative Group") will incur liability of any kind with respect to any action or omission by the Sellers' Representative in connection with the Sellers' Representative's services pursuant to this Agreement or the Sellers' Representative Engagement Agreement, except in the event of liability directly resulting from the Sellers' Representative's fraud, gross negligence or willful misconduct. The Sellers' Representative shall not be liable for any action or omission taken in good faith pursuant to the advice of competent and reasonably selected counsel. The Business Equityholders shall indemnify jointly and severally, defend and hold harmless the Sellers' Representative Group from and against any and all losses, liabilities, damages, claims, penalties, fines, forfeitures, actions, fees, costs and expenses (including the fees and expenses of counsel, other skilled professionals and experts and their staffs and all expense of document location, duplication and shipment and in connection with seeking recovery from insurers), judgments and amounts paid in settlement (collectively, "Representative Losses") arising out of or in connection with the Sellers' Representative's execution and performance of this Agreement or the Sellers' Representative Engagement Agreement, in each case as such Representative Loss is suffered or incurred; provided, that in the event that any such Representative Loss is finally adjudicated to have been directly caused by the fraud, gross negligence or willful misconduct of the Sellers' Representative, the Sellers' Representative will reimburse the Business Equityholders the amount of such indemnified Representative Loss to the extent attributable to such fraud, gross negligence or willful misconduct. If not paid directly to the Sellers' Representative by the Business Equityholders, any such Representative Losses may be recovered by the Sellers' Representative from (a) the funds in the Expense Fund, (b) the amounts in the Indemnity Holdback, but only at or after such time as the amounts remaining therein would otherwise be distributable to the Company Security Holders in accordance with the terms and conditions of Article VII. In no event will the Sellers' Representative be required to advance its own funds or otherwise incur any financial liability on behalf of the Business Equityholders or otherwise in the exercise or performance of any of its rights, duties or privileges or pursuant to this Agreement, the Sellers' Representative Engagement Agreement or the Transactions. In no event shall Sellers' Representative be responsible or liable for special, indirect, punitive, incidental, or consequential loss or damages of any kind whatsoever. Notwithstanding anything in this Agreement to the contrary, any restrictions or limitations on liability or indemnification obligations of, or provisions limiting the recourse against non-parties otherwise applicable to, the Business Equityholders set forth elsewhere in this Agreement are not intended to be applicable to the indemnities provided to the Sellers' Representative Group under this Section 11.02. The foregoing indemnities and rights to indemnification will survive the Closing, the resignation or removal of the Sellers' Representative or any member of the Advisory Group or the termination of this Agreement and the Sellers' Representative Engagement Agreement. The Sellers'

Representative shall owe no fiduciary duties to the Business Equityholders or any other Person under this Agreement. In connection with the foregoing, at the Closing, the Expense Fund Amount shall be transferred by or on behalf of the Buyer to the Sellers' Representative, to be used by the Sellers' Representative to pay Representative Expenses. The Expense Fund shall be held in an account that shall not bear interest. Once the Sellers' Representative determines, in his, her or its sole discretion, that the Sellers' Representative will not incur any additional Representative Expenses, then the Sellers' Representative will distribute the remaining unused Expense Fund Amount, if any, to the Company Security Holders in accordance with their Expense Fund Pro Rata Percentage (or to the Buyer, to be combined with the Indemnity Holdback Amount at the time of such distribution, if appropriate); *provided*, that any such amounts to be paid to Employee Optionholders shall be distributed to the Buyer for further distribution to such holders in accordance with the Payroll Payment Procedures. The Sellers' Representative shall not be responsible for any tax reporting in connection with the distribution of the Expense Fund.

11.03 Reliance. The Buyer may rely exclusively, without independent verification or investigation, upon all decisions, communications or writings made, given or executed by the Sellers' Representative in connection with this Agreement and the Contemplated Transactions. The Buyer is entitled to deal exclusively with the Sellers' Representative on all matters relating to this Agreement and the Contemplated Transactions. Any action taken or not taken or decisions, communications or writings made, given or executed by the Sellers' Representative, for or on behalf of any Business Equityholder, shall be deemed an action taken or not taken or decisions, communications or writings made, given or executed by the such Business Equityholder, as applicable. Any notice or communication delivered by the Buyer to the Sellers' Representative shall be deemed to have been delivered to all Business Equityholders. The Buyer shall be entitled to disregard any decisions, communications or writings made, given or executed by any Business Equityholder in connection with this Agreement or the Contemplated Transactions unless the same is made, given or executed by the Sellers' Representative. In the performance of its duties under this Agreement and the Sellers' Representative Engagement Agreement, the Sellers' Representative shall be entitled to (a) rely upon any document or instrument reasonably believed to be genuine, accurate as to content and signed by any Business Equityholders or any Party and (b) assume that any Person purporting to give any notice in accordance with the provisions hereof has been duly authorized to do so.

11.04 Appointment as Attorney-in-Fact and Agent. Each Business Equityholder hereby appoints the Sellers' Representative as the such Business Equityholder's true and lawful attorney-in-fact and agent, with full powers of substitution and resubstitution, in such Business Equityholder's name, place and stead, in any and all capacities, in connection with this 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 and the Contemplated Transactions as fully to all intents and purposes as such Business Equityholder might or could do in person.

11.05 Survival. All of the powers granted to the Sellers' 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 any Business Equityholder.

11.06 Limitation on the Buyer's Liability. Notwithstanding anything to the contrary set forth herein, the Buyer shall have no Liability to any Person, including any Business Equityholder, in respect of any action taken or not taken by the Sellers' 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 Sellers' Representative, including any failure of the Sellers' Representative to distribute, or to distribute or sub divide in the correct amounts, any payments made to the Sellers' Representative by the Buyer for distribution to or among the Business Equityholders, or any other Person; it being understood that once the Buyer has made such a payment to the Sellers' Representative for distribution to or among the Business Equityholders, or any other Person, such payment shall constitute a complete discharge of the relevant payment obligation of the Buyer.

11.07 Replacement and Resignation of the Sellers' Representative. If the Sellers' Representative (i) dies or terminates its legal existence (if not an individual), (ii) becomes legally incapacitated or (iii) resigns from its position as Sellers' Representative, then the Business Equityholders shall, as promptly as practicable thereafter, appoint a replacement Sellers' Representative by majority vote of the former Company Security Holders representing a majority of the Company Securities on an as converted to Company Common Stock basis (including the number of shares of Company Common Stock issuable upon exercise of each In-the-Money Company Option outstanding immediately prior to the Closing). Such appointment shall be effective upon delivery of at least two (2) Business Days prior written notice to the Buyer and, thereafter, the replacement Sellers' Representative shall be deemed to be the Sellers' Representative for all purposes of this Agreement. Any obligation of the Buyer to take any action in respect of the Sellers' Representative shall be suspended during any period that the position of Sellers' Representative is vacant. Notwithstanding anything to the contrary contained herein, the Sellers' Representative may resign thirty (30) days following written notice to the Business Equityholders. Such resignation is not contingent upon a replacement Sellers' Representative having been appointed.

[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

BIRCH TECHNOLOGIES, INC.

By:_____

Name: Kevin Terrell
Title: Chief Executive Officer

SELLERS' REPRESENTATIVE

WT REPRESENTATIVE LLC

By: Fiona Boger

Name: Fiona Boger
Title: Managing Director

BUSINESS EQUITYHOLDERS

A12 INCUBATOR PARTNERS, LLC

By: Ali Farhadi
Name: Ali Farhadi
Title: CEO

BUSINESS EQUITYHOLDERS

AI2 INVESTMENT PARTNERS, LLC

By: _____

Name: Jacob Colker
Title: President

BUSINESS EQUITYHOLDERS

AI2 INVESTMENT PARTNERS-A, LLC

By: _____

Name: Jacob Colker
Title: President

BUSINESS EQUITYHOLDERS

Aidan Gomez

AIDEN GOMEZ

BUSINESS EQUITYHOLDERS

Blake Parsons

BLAKE PARSONS

BUSINESS EQUITYHOLDERS

FLARE CAPITAL PARTNERS II, L.P.
By: Flare Capital Managers II, LLC
Title: General Partner

By: Michael Greeley
Name: Michael Greeley
Title: Managing Member

BUSINESS EQUITYHOLDERS

Gaurav Shegokar

GAURAV SHEGOKAR

BUSINESS EQUITYHOLDERS

KEVIN RICHARD TERRELL

BUSINESS EQUITYHOLDERS

Lori McDougal

LORI MCDOUGAL

BUSINESS EQUITYHOLDERS

Nicholas Frosst

NICHOLAS FROSST

BUSINESS EQUITYHOLDERS

Purujit Goyal

PURUJIT GOYAL

BUSINESS EQUITYHOLDERS

RADICAL VENTURES FUND II, L.P.

by its general partner, RADICAL VENTURES II GP INC.

By:_____
Name: Jordan Jacobs
Title: Chief Executive Officer

BUSINESS EQUITYHOLDERS

RADICAL VENTURES FUND II (INTERNATIONAL), L.P.

by its general partner, RADICAL VENTURES II GP INC.

By:_____
Name: Jordan Jacobs
Title: Chief Executive Officer

BUSINESS EQUITYHOLDERS

SUMANT SUDHIR KAWALE

BUSINESS EQUITYHOLDERS

WASHINGTON RESEARCH FOUNDATION

By: Loretta Little
Name: Loretta Little
Title: Managing Director

BUSINESS EQUITYHOLDERS

YIESHAN MELISSA CHAN

BUSINESS EQUITYHOLDERS

Yinhan Liu

YINHAN LIU

BUSINESS EQUITYHOLDERS

ZHI LIN ZHANG

BUSINESS EQUITYHOLDERS

ZIYUAN WANG

Schedule A

Required Consents & Notices

1. Master Agreement, dated as of November 11, 2023, by and between Highmark Health and the Company and the statement of work thereunder.

2. Master Services Agreement, dated as of September 14, 2022, by and between Medtronic, Inc. and the Company and the statements of work thereunder.

3. Cooperative Research and Development Agreement, dated as of February 11, 2022, by and between Veterans Health Administration Innovation Ecosystem and the Company, as amended by Amendment #1, dated as of February 22, 2023.

Schedule B

Terminated Agreements

1. Independent Contractor Agreement, dated as of May 1, 2023, by and between Flagship Sales and the Company.

2. Engagement Letter with Koley Jessen PC, LLO.

3. Office Space License Agreement, dated as of April 1, 2021, by and between the Company and the Allen Institute for Artificial Intelligence ("AI2") for the office space located at 2101 N 34th Street, Suite 200, Seattle, WA 98103.

4. Engagement Letter, by and between the Company and Sherman & Company, dated as of September 7, 2023.

5. The Company is party to a verbal agreement with the following third parties:

    a. Veritas Marketing LLC

    b. Carolyn Scurrell

    c. Collin Carry

Schedule C

Allocation Schedule

(a) (i) the Transaction Expenses, together with an itemized breakdown thereof specifying the amount to be paid to each payee; (ii) the Cash Amount, (iii) the Closing Indebtedness, together with an itemized breakdown thereof; (iv) the Delayed Current Liabilities, together with a detailed breakdown thereof; (v) the calculation of the Closing Consideration; (vi) each applicable Common Equivalent Pro Rata Share, (vii) the Company SAFE Consideration for each Company SAFE, (viii) each applicable Indemnity Pro Rata Portion, (ix) the Indemnity Holdback Amount, (x) the Total SAFE Consideration, (xi) each applicable Expense Fund Pro Rata Percentage, (xii) each applicable Indemnity Holdback Pro Rata Percentage, and (xiii) the amount of the Transaction Bonus to be received for each Business Equityholder set to receive such a Transaction Bonus, as applicable.

(b) with respect to each Person who is a Company Stockholder immediately prior to the Closing:

(i) their name and email address;

(ii) the number and type of shares of Company Stock held by each such Person (on a certificate-by-certificate basis and including certificate numbers, if applicable), the price at which such Person acquired such shares of Company Stock (or the shares which were converted into such shares of Company Stock), the date of such acquisition, and, as applicable, the cost basis for such shares of Company Stock (or the shares which were converted into such shares of Company Stock);

(iii) the aggregate amount of cash that such Person is entitled to receive pursuant to Section 1.02 before deduction of the Indemnity Holdback Amount and Expense Fund Amount (in each case, on a certificate-by-certificate basis, if applicable, and in the aggregate);

(iv) the Indemnity Holdback Amount with respect to the shares of Company Common Stock, Series Seed-1 Preferred Stock, and Series Seed-2 Preferred Stock held by each such Person;

(v) the Expense Fund Amount to be contributed to the Expense Fund with respect to the shares of Company Common Stock, Series Seed-1 Preferred Stock, and Series Seed-2 Preferred Stock held by each such Person;

(vi) whether applicable Law requires that any Taxes be withheld from the consideration that each Person is entitled to receive pursuant to Section 1.02 (assuming for this purpose that each such Person provides a properly completed and duly executed IRS Form W-9 or applicable IRS Form W-8); and

(vii) the net amount (if any) of cash to be paid to each such Person.

(c) with respect to each Company Option:

(i) the name and email address of such holder;

(ii) with respect to each Company Option held by such holder:

(A) the portion of such Company Option that is an In-the-Money Company Option (after giving effect to any vesting that is contingent upon the consummation of the Contemplated Transactions) and an Unvested Company Option (as the case may be);

(B) the exercise price per share and the number of shares of Company Common Stock subject to such Company Option;

(C) the respective grant date(s) of such Company Options;

(D) the respective exercise price(s) per share of such Company Options;

(E) whether such Company Options are incentive stock options or non-qualified stock options;

(F) the consideration that the holder thereof is entitled to receive pursuant to Section 1.02;

(G) the expiration date of such Company Option;

(iii) whether applicable Law requires that any Taxes be withheld from the consideration that such holder is entitled to receive pursuant to Section 1.02; and

(iv) the Tax status of each Company Option held by such holder under Section 422 of the Code;

(v) with respect to any In-the-Money Company Option:

(A) the cash amount to be contributed to each of the Indemnity Holdback Amount and the Expense Fund Amount;

(B) the net cash amount to be paid (after deduction of any amounts to be contributed to the Indemnity Holdback Amount and the Expense Fund Amount in respect to such In-the-Money Company Option); and

(vi) with respect to any Unvested Company Option, the aggregate number of Unvested Company Options held by each Person which shall be cancelled and terminated without consideration upon the Closing pursuant to Section 1.02;

(d) with respect to each Company SAFE Holder:

(i) the name and email address of such Company SAFE Holder;

(ii) the amount of cash that such Company SAFE Holder is entitled to receive pursuant to Section 1.02 in respect of each Company SAFE held by such Company SAFE Holder (on a note-by-note basis);

(iii) whether applicable Law requires that any Taxes be withheld from the consideration that such Company SAFE Holder is entitled to receive pursuant to Section 1.02 in respect of each Company SAFE held by such Company SAFE Holder;

(iv) wire transfer instructions for any cash payments that are not subject to Tax withholding;

(v) the net amount of cash to be delivered to such Company SAFE Holder in respect of each Company SAFE held by such Company SAFE Holder at the Closing in accordance with the terms of the Agreement upon delivery of the SAFE Cancellation Agreement.

Exhibit A

Form of Employment Agreements

[*Attached.*]

<<Date>>

<<Candidate Name>>

Dear <<Candidate Name>>,

I am pleased to extend an offer of continuing employment to you ("You") with Birch Technologies, Inc. ("**Birch**") for the position of <<Title>> at level <<level>>, reporting to <<Name & Title of Manager>>. The effective date (the "**Effective Date**") of this offer letter agreement ("**Agreement**") will be the first business date following the closing of the acquisition of Birch by Sagility LLC ("**Sagility**") as detailed in the Stock Purchase Agreement between Birch, 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 Birch, Sagility, or on you, and neither you, Birch, nor Sagility shall have rights or obligations hereunder, even if it has been executed (with Birch, Sagility, and their affiliates collectively referred to as, the "**Company**"). You and the Company are collectively referred to as the "Parties." Capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the SPA.

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 $<<Annual Base Salary>> per year, paid bi-weekly. All sums payable will be reduced by all federal, state, local and other withholdings and similar taxes and payments required by applicable law.

b. *Annual Bonus*. Your current Bonus structure is no longer applicable. As of the Effective Date, you are eligible to participate in an annual bonus pool for the two year period following the Effective Date created for certain service providers of Birch in an aggregate amount of up to $7,000,000 for all service providers (the "**Birch Bonus Pool**"). Your portion of the Birch Bonus Pool will be [insert percentage]. The Birch Bonus Pool will be applicable for two years, with the first year being the 12 month period following the Effective Date and the second year being the subsequent 12 month period. The Birch Bonus Pool will be paid within 60 calendar days at the end of each applicable 12 month period. The Birch Bonus Pool will be funded with 5% of

i. Direct Birch Revenue – revenue contracted and accrued by Birch that is primarily based on or the direct result of the license or sale of Company Products (as defined in the SPA) or Intellectual Property (as defined in the SPA) developed by Birch which may either be sold separately or bundled with other services provided by Sagility; provided that Birch shall be the contracting party and the clients shall include (A) existing Birch clients, (B) any new clients that Birch sells to on its own (without such clients being existing clients of Sagility and without the assistance of Sagility), (C) any existing Sagility client who wants to sign directly with Birch for the license or sale of Company Products, or (D) a new joint client for Sagility and Birch but the client contracts with Birch directly for the license or sale of Company Products in which case only the revenue from the contract with Birch shall be included (which, for clarity, in each instance includes revenue for services provided by Sagility when such services are directly contracted for in the contracts described in the immediately foregoing clauses (A) – (B) pursuant to which Birch is the contracting party).

X. Notwithstanding anything to the contrary in Section 1.b.i, should Sagility directly enter into a contract following the Effective Date pursuant to which Sagility provides either Medtronic, Highmark or Veteran Health Affairs (collectively, the "**Prospective Birch Clients**") with services as a direct result of (i) Birch's efforts to enter into a contract with any such Prospective Birch Client pursuant to which Birch would license or sell Sagility's products or services to such Prospective Birch Client under such contract and (ii) such Prospective Birch Client's written preference is to directly contract with Sagility instead of Birch, then any revenue generated from any such services provided by Sagility to any such Prospective Birch Client under such contract shall be deemed revenue generated in accordance with clause (A) of Section 1.b.i; *provided*, *however*, that, for the avoidance of doubt, any revenue generated from any contract that Sagility directly enters into with any Prospective Birch Client without the assistance of Birch (including any revenue generated from potential non-Birch related services Sagility has been pitching, discussing or otherwise communicating with any Prospective Birch Client prior to the Effective Date) shall not be deemed revenue generated in accordance with clause (A) of Section 1.b.i.

ii. Revenue via Sagility – revenue of intercompany licensing or pass through revenue to Birch from Sagility for a joint sale to clients contracted with Sagility as of or prior Effective Date ("**Existing Sagility Clients**") or new clients contracted with Sagility post Effective Date ("**New Clients**") for the license or sale of Company Products (as defined in the SPA) or Intellectual Property (as defined in the SPA) developed by Birch, in each case where Sagility is the contracting party with the client. By way of illustration, the revenue in such instances shall be determined, as applicable, as follows:

- *Pass through method*. Directly identified revenue for Birch products and services either through a specific and separate Sagility SOW or as an identified component/part number in a Sagility services SOW; or

- *Transfer Pricing method*. Revenue based on an internal agreement between Birch and Sagility – in the case of bundled services, in which Birch's products and Sagility's products and services are priced together such that it is not possible to identify pricing specific to Birch's products, prior to signing the contract with client, Sagility and Birch will agree on an internal transfer price to be paid by Sagility to Birch based on arms' length MFN (Most Favored Nation) pricing for the use of their products.

For the avoidance of doubt, revenue with respect to any particular contract subject to either (i) or (ii) above shall accrue in either (i) or (ii) above, but not both and in each case, determined in accordance with Sagility's customary revenue recognition practice. The accrued value in Birch P&L will be the only value that will be considered for commission payment @5% of such revenue in each case, as determined in Sagility's reasonable discretion. Notwithstanding the foregoing, the payment of and right to receive the Birch Bonus Pool is subject to your continued employment or service relationship with Birch, Sagility or one of Sagility's Affiliates on the date of each applicable bonus period; provided that in the event of your resignation for Good Reason or termination without Cause, you shall be entitled to your portion of the Bonus Pool as and when such amount is accrued and payable in accordance with the terms of this Agreement.

c. *Birch Milestone Bonus*. On the first anniversary of the Effective Date (the "**First Anniversary**") you will be entitled to a bonus payment of $[●] (the "**First Milestone Bonus**") and on the second anniversary of the Effective Date (the "**Second Anniversary**", and together with the First Anniversary, each, a "**Milestone Anniversary**") you will be entitled to a bonus payment of $[●] (the "**Second Milestone Bonus**" and together with

the First Milestone Bonus, each, a "**Milestone Bonus**"), in each case, solely upon the satisfaction of each of the following milestones (each, a "**Milestone**") as of the applicable date:

i. with respect to the First Milestone Bonus, during the first year following the Effective Date:

   A. Annual Recurring Revenue for such year of Sagility or Birch from one or multiple Contracts (which Contracts include any Contracts Birch has in effect as of the Effective Date) amounting to at least one million dollars ($1,000,000) based on the use, license or sale of Company Products (as defined in the SPA) or Intellectual Property (as defined in the SPA) developed by Birch ("**ARR Milestone**"); and

   B. the achievement, to a reasonable standard, of Minimum Viable Product versions of the features set forth in the product roadmap on Attachment A attached hereto, with one paid or unpaid Client pilot to test the OnCall features in Attachment A

ii. with respect to the Second Milestone Bonus, during the second year following the Effective Date:

   A. Annual Recurring Revenue for such year of Sagility or Birch from one or multiple Contracts (which Contracts include any Contracts Birch has in effect as of the Effective Date) amounting to the ARR Milestone; and.

   B. the achievement, to a reasonable standard, of Minimum Marketable Product (MMP) versions of the features set forth in the product roadmap on Attachment A attached hereto with one paid or unpaid Client pilot to test the OnCall features.

For purposes of clarity with respect to Section 1.c.(i)(A) and 1.c.(ii)(A), if Birch has Contracts in effect as of the Effective Date that generate Annual Recurring Revenue of Four Hundred Thousand Dollars ($400,000) based on the use, license or sale of Company Products (as defined in the SPA) or Intellectual Property (as defined in the SPA), such Four Hundred Thousand Dollars ($400,000) of revenue will count towards the ARR Milestone. Further, for the purposes of determination of the Annual Recurring Revenue pursuant to Section 1.c.(i)(A) or 1.c.(ii)(A) above, (1) any revenue associated with New Clients and Existing Sagility Clients shall be included in the determination of whether the ARR Milestone has been met, in each case, in accordance with the determination principles set forth in Section 1b.(ii) (Revenue Via Sagility) and (2) any revenue generated from the sale of Sagility's products or services pursuant to contracts in which Birch is the contracting party shall be included in the determination of whether the ARR Milestone has been met, in each case, in accordance with the determination principles set forth in Section 1b.(i) (Direct Birch Revenue), in each case with respect to the immediately foregoing clauses (1) and (2), without double counting.

Each Milestone Bonus that becomes due and payable shall be paid by or on behalf of Sagility within thirty (30) calendar days following the applicable Milestone Anniversary. Notwithstanding the foregoing, the payment of and right to receive the Milestone Bonus is subject to your continued employment or service relationship with Birch, Sagility or one of Sagility's Affiliates on the date of each applicable Milestone Anniversary; provided that in the event of your resignation for Good Reason or termination without Cause, you shall be entitled to your applicable Milestone Bonus as and when such amount is accrued and payable in accordance with the terms of this Agreement.

Birch and its Affiliates (including, after the Closing, Sagility) shall use commercially reasonable efforts to cause achievement of the Milestone Bonuses. If each Milestone has not been achieved on or prior to the date of the applicable Milestone Anniversary, then the corresponding Milestone Bonus that otherwise may have become due

and payable on such date shall automatically terminate entirely and thereafter neither Birch, Sagility nor any of their Affiliates or successors shall have any obligation whatsoever to pay such Milestone Bonus.

d. *Benefits*. Your eligibility for benefits is in accordance with the terms of applicable company plans and or company policies generally applicable to employees, such as Paid Time Off (PTO). Current benefits and eligibility requirements are summarized below, but are subject to change.

i. Employees working at least 30 hours per week are eligible to participate in the Health Benefit Plan upon hire.

ii. Eligible to participate in Sagility's 401k plan after 90 days after hire.

iii. [Eligible to participate in Sagility's Non-Qualified Deferred Compensation Plan (the "**NQDC Plan**") (including the ability to defer the payment of any Milestone Bonus that may become due and payable under Section 1(c) in accordance with the terms and conditions of the NQDC Plan).][1]

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 Company Code of Conduct, the Company Acceptable Use Policy, the Company Security Policy, and other Company policies and procedures as posted on the Company intranet through the PCI and HR sign-off portals.

b. *At-Will Employment.* This offer of employment is for an "employment-at-will" relationship between you and the Company, which means that this offer is not a guarantee of employment for a fixed term and that either you or the Company may terminate your employment with or without Cause (as defined below). Notwithstanding the foregoing, in the event the Company terminates your employment without Cause or you resign you employment for Good Reason (as defined below), you will remain eligible for the bonus compensation as described in Section 1(b) and Section 1(c), above, with such compensation to be paid on the same timeline and in the same manner as if you remained in continued employment or service relationship with Birch, Sagility or one of Sagility's Affiliates on the date of each applicable Milestone Anniversary, in each case, in accordance with ther terms set forth in this letter.

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 the Company, 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 employment or continued employment may be impacted based on conflict of interest issues.

3. 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

[1] **Note to Draft**: NQDC Plan provision only applicable to drafts that Kevin and Sumant will execute.

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, Company Trade Secrets or Confidential Information, unless such activity is for the Company's Business, consistent with your job duties on behalf of the Company, or has been authorized in writing by the Company;

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 of the Company's 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 the Company's 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.

4. Ownership; Assignment of Rights and License.

a. *Property of the Company*. You acknowledge and agree that, between you and the Company, the Company shall own, and you hereby assign and, upon future creation will automatically assign, to the Company, 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 the Company. You further represent that, to the best of 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 best 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 the Company's title in and to any Company IP. At the Company's request, You agree to perform, during or after your employment with the Company, any acts to transfer, perfect, and defend the Company'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 the Company), 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 the Company, (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 the Company 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 the Company or its designee without charge by You. You agree to provide additional evidence to support the foregoing if such evidence is considered necessary by the Company, 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 the Company and the United States or any of its agencies.

d. *Disclosure; Maintenance of* Records. You agree to disclose to the Company 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 the Company. Your failure to provide such a disclosure or description to the Company, or the Company's failure to request such a disclosure or description from you, will not alter the rights of the Company to any Work Product under this Section or otherwise. You further agree: (1) that You will not publish any Work Product without the prior written consent of the Company or its designee; and (i) 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 the Company. Such records will be available to and remain the sole property of the Company 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 the Company 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 the Company 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 the Company, any material which is or will be patented, copyrighted or trademarked by You or others unless You provide the Company 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 Company policy.

5. Prior Inventions. Patented or unpatented inventions, if any, which You made prior to the commencement of your employment with the Company 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 the Company, 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 the Company's prior written consent; provided that, if, in the course of Employee's employment with the Company, You incorporates (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.

6. Return of Company Property/Materials. At the Company's request or upon the termination of Your employment, for any reason, You shall immediately return to the Company all of its property, 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 (i) 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 (ii) destroy, delete, or alter any Company property, including, but not limited to, any files stored electronically, without the Company'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 the Company do not occur.

7. 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*. During your employment with the Company and after it 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. This does not restrict any legally required communications.

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.

8. Possible Injunctive Relief to Protect Trade Secrets, Confidential Information, or Restrictive Covenants. If You breach or threaten to breach Sections 3 to 7, 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 the Company 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.

9. 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 binding arbitration 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.

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, arising out of Your employment with the Company or the termination thereof, including Claims You may have against the Company or against its 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 8 with respect to securing emergency injunctive relief or Section 9(c) of this Agreement. The Claims covered by this Agreement include, but are not limited to, Claims for breach of any contract or covenant (express or implied), tort claims, claims for wrongful termination (constructive or actual) in violation of public policy, claims for discrimination or harassment, Claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance, including, but not limited to, all Claims arising under Title VII of the Civil Rights Act (except for sexual harassment claims, unless mutually agreed to by the Parties), the Age Discrimination in Employment Act, the Americans With Disabilities Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Employee Retirement Income Security Act, and any similar state and local laws. The Parties to this Agreement specifically agree that all Claims under the Fair Labor Standards Act and any similar state law, including, but not limited to, Claims for overtime, minimum wage, unpaid wages, and Claims involving meal and rest breaks shall be subject to this Agreement. 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 Sections 3, 7, or involving return of Company provided equipment without first attempting to arbitrate.

c. *Claims Not Covered*. Claims not covered by this arbitration provision are claims for workers' compensation, unemployment compensation benefits, Excluded Claims (defined below), sexual harassment, sexual assault or sex discrimination claims, 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 the state or local fair employment practices agency within the state or municipality where You work.

d. ***Waiver of Class Action and Representative Action Claims*. Except for representative claims which cannot be waived pursuant to applicable law and which are therefore excluded from this Agreement ("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: (a) 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; (b) each will not assert class action or representative action claims against the other in arbitration or otherwise; and (c) 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 constitutional right to have a trial by jury. 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.* The Company 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. 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.

10. Definitions.

a. “Annual Recurring Revenue” means any revenue that is payable to either Sagility or Birch generated from a contract with a term of at least twelve (12) months.

b. “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 two (2) years prior to termination of your employment with the Company, (ii) those activities, products, and services on the Product Roadmap set forth on Attachment A hereto and (iii) the business of (a) designing, developing, architecting, marketing, selling, and implementing voice transcription, extraction of data from documents, speech to text and text to speech automation, summarization using Large Language Models, analytics, agent assist and automation, integration with switches and customer relationship management (CRM), integration with clients and Company knowledge-base, automation of workflow, applicable to payer, provider, life sciences, medical devices, healthcare or any clients, outbound call automation to engage with IVR or human or portal and (b) providing consulting services for the healthcare industry including, but not limited to, payors, providers, the life sciences and medical devices industries.

c. "Cause” means (i) conviction of, or the entry of a plea of guilty or no contest to, a felony that causes the Company public disgrace or disrepute, or materially and adversely affects the Company’s operations or financial performance or the relationship the Company with clients or material suppliers or otherwise amounting to criminal misconduct, (ii) gross negligence or willful misconduct with respect to the Company, such as fraud, embezzlement or theft; (iii) refusal or failure to perform any material obligation or fulfill any material duty to the Company (other than due to a disability), which failure or refusal is not cured within 30 days after delivery of written notice thereof; or (iv) material breach of your obligations under this Agreement or any other agreement between you and the Company (excluding, for the avoidance of doubt, a breach of the representations and warranties in the SPA).

d. “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, and Customer and Prospective Customer information compiled by the Company. Confidential Information shall not include any information that enters the public domain other than through any fault or act by You.

e. “Customer” means any person or entity to which the Company has sold its products or services.

f. "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 potential 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 (1) 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 (2) 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 Birch 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; (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 your knowledge 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 no later than the day immediately following the end of such thirty (30) day period, unless the Company provides for an earlier termination date.

g. "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).

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 the 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. "Trade Secrets" will be given its broadest possible interpretation under applicable State law and 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.

k. "Work Product" means:

i. 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;

ii. 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;

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

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

11. Miscellaneous.

a. *No Waiver or Modification.* No provisions of this Agreement may be amended in any way unless such amendment is agreed to in writing, signed by the Parties. 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.

b. *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties on the subject matter hereof and no agreements or representations, oral or otherwise, expressed or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement.

c. *Release for use of Image*. During Your employment and after your employment with the Company ends, You consent to its use of your image, likeness, voice, or other characteristics in the Company's products, services, or marketing or informational materials. 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. You represent that You have obtained, for the benefit of the Company, the same release in writing from all third parties whose characteristics are included in the services, materials, computer programs, and other deliverables that You provide to the Company.

d. *Survival, Severability, and Governing Law*. 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.

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.

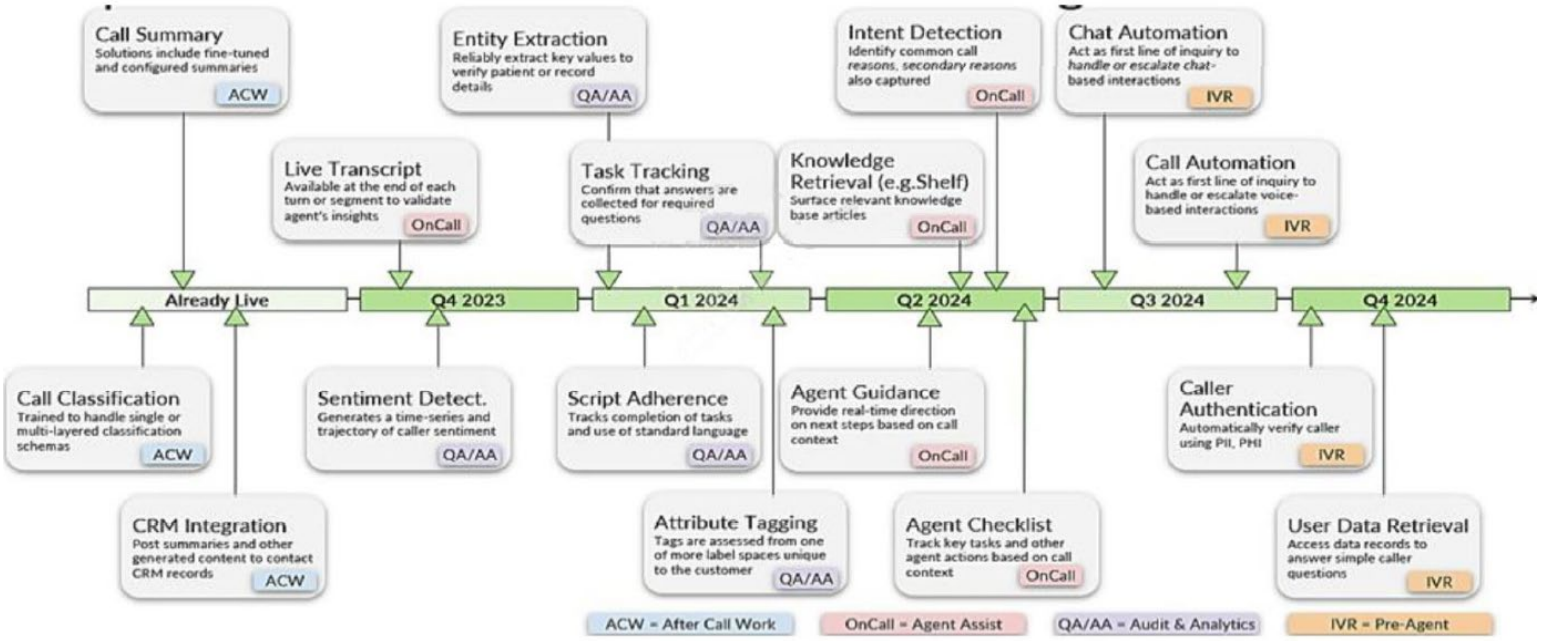
Birch Technologies, Inc.: _____

Sreepathy Viswanathan, Authorized Signatory

[Candidate Signature Page Follows]

<<Candidate Name>>	:	_____
Signature	:	_____
Personal Email Address	:	_____
Contact Number	:	_____
Date	:	_____

Attachment A



Product Roadmap

Attachment B

As required by Section 5, identify any rights in Inventions that have been made, conceived or acquired prior to employment with the Company or indicate “Not Applicable.”

Exhibit B

Form of Consulting Agreement

[*Attached.*]

BIRCH TECHNOLOGIES, INC.

CONSULTING AGREEMENT

This Consulting Agreement (the "***Agreement***") is made as of the Effective Date, by and between Birch Technologies, Inc., a Delaware corporation ("***Client***") and Yinhan Liu ("***Consultant***" and, together with Client, each a "***Party***" and together the "***Parties***"). The effective date (the "***Effective Date***") of this Agreement will be the first business date following the closing of the acquisition of Client by Sagility LLC ("***Sagility***") as detailed in the Stock Purchase Agreement between Client, 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 Client, Sagility, or on the Consultant, and neither the Consultant, Client, nor Sagility shall have rights or obligations hereunder, even if it has been executed. Capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the SPA.

1. Engagement of Services. On the terms and subject to the conditions set forth in this Agreement, Consultant will render the services which are described on **Exhibit A** hereto (the "***Services***") during the Term. Consultant agrees to make himself available for an average of ten (10) hours per month through regular meetings with the Client which will occur on average twice a week in order to perform such Services throughout the Term. Consultant will be free of control and direction from the Client (other than general oversight and control over the results of the Services), and will have exclusive control over the manner and means of performing the Services, including the choice of place and time. Consultant will provide, at Consultant's own expense, a place of work and all equipment, tools and other materials necessary to complete the Services; however, to the extent necessary to facilitate performance of the Services, Client may, in its discretion, make certain of its equipment or facilities available to Consultant at Consultant's request. While on the Client's premises, Consultant agrees to comply with Client's then-current access rules and procedures, including those related to safety, security and confidentiality. Consultant agrees and acknowledges that Consultant has no expectation of privacy with respect to Client's telecommunications, networking or information processing systems (including stored computer files, email messages and voice messages) and that Consultant's activities, including the sending or receiving of any files or messages, on or using those systems may be monitored, and the contents of such files and messages may be reviewed and disclosed, at any time, without notice. Consultant agrees that (i) Consultant was previously an employee of Client, (ii) Consultant's last day as an employee of Client was prior to the Effective Date and (iii) as of the Effective Date, Consultant agrees Consultant is an independent contractor (as further described in Section 7 below) and no longer an employee of Client.

2. Compensation. For services rendered during the Term of this Agreement (as defined below) in accordance with Section 1 above, Client will provide Consultant with the following:

2.1 *Milestone Payment*. On the first anniversary of the Effective Date (the "***First Anniversary***") you will be entitled to a payment of $331,815.63 (the "***First Milestone Payment***") and on the second anniversary of the Effective Date (the "***Second Anniversary***", and together with the First Anniversary, each, a "***Milestone Anniversary***") you will be entitled to a payment of $237,011.17 (the "***Second Milestone Payment***" and together with the First Milestone Payment, each, a "***Milestone Payment***"), in each case, solely upon the satisfaction of the following milestones (each, a "***Milestone***") as of the applicable date:

(a) with respect to the First Milestone Payment, during the first year following the Effective Date:

(i) revenue that is payable to either Sagility or Client generated from a Contract with a term of at least twelve (12) months (such revenue "***Annual Recurring Revenue***") for such year of Sagility or Client from one or multiple Contracts (which Contracts include any Contracts Client has in effect as of the Effective Date) amounting to at least one million dollars ($1,000,000) based on the use, license or sale of Company Products (as defined in the SPA) or Intellectual Property (as defined in the SPA) developed by Client ("***ARR Milestone***"); and

(ii) the achievement, to a reasonable standard, of Minimum Viable Product versions of the features set forth in the product roadmap on **Exhibit B** attached hereto, with one paid or unpaid Client pilot to test the OnCall features in **Exhibit B.**

(b) with respect to the Second Milestone Payment, during the second year following the Effective Date:

(i) Annual Recurring Revenue for such year of Sagility or Client from one or multiple Contracts (which Contracts include any Contracts Client has in effect as of the Effective Date) amounting to the ARR Milestone; and

(ii) the achievement, to a reasonable standard, of Minimum Marketable Product (MMP) versions of the features set forth in the product roadmap on **Exhibit B** attached hereto with one paid or unpaid Client pilot to test the OnCall features.

For purposes of clarity with respect to Sections 2.1(a)(i) and 2.1(b)(i), if Client has Contracts in effect as of the Effective Date that generate Annual Recurring Revenue of Four Hundred Thousand Dollars ($400,000) based on the use, license or sale of Company Products (as defined in the SPA) or Intellectual Property (as defined in the SPA), such Four Hundred Thousand Dollars ($400,000) of revenue will count towards the ARR Milestone. Further, for the purposes of determination of the Annual Recurring Revenue pursuant to Sections 2.1(a)(i) and 2.1(b)(i) above, (1) any revenue associated with New Clients (as defined in the Form of Employment Agreement attached as Exhibit A to the SPA) and Existing Sagility Clients (as defined in the Form of Employment Agreement attached as Exhibit A to the SPA) shall be included in the determination of whether the ARR Milestone has been met, in each case, in accordance with the determination principles set forth in Section 1b.(ii) (Revenue Via Sagility) of the Form of Employment Agreement attached as Exhibit A to the SPA and (2) any revenue generated from the sale of Sagility's products or services pursuant to Contracts in which Client is the contracting party shall be included in the determination of whether the ARR Milestone has been met, in each case, in accordance with the determination principles set forth in Section 1b.(i) (Direct Client Revenue) of the Form of Employment Agreement attached as Exhibit A to the SPA, in each case with respect to the immediately foregoing clauses (1) and (2), without double counting.

Each Milestone Payment that becomes due and payable shall be paid by or on behalf of Sagility within thirty (30) calendar days following the applicable Milestone Anniversary. Notwithstanding the foregoing, the payment of and right to receive the Milestone Payment is subject to your continued service or service relationship with Client, Sagility or one of Sagility's Affiliates on the date of each applicable Milestone Anniversary.

Client and its Affiliates (including, after the Closing, Sagility) shall use commercially reasonable efforts to cause achievement of the Milestone Payments. If each Milestone has not been achieved on or prior to the date of the applicable Milestone Anniversary, then the corresponding Milestone Payment that otherwise may have become due and payable on such date shall automatically terminate entirely and thereafter neither Client, Sagility nor any of their Affiliates or successors shall have any obligation whatsoever to pay such Milestone Payment.

3. Ownership of Client Work Product.

3.1 Consultant hereby irrevocably assigns to Client all right, title and interest worldwide in and to any deliverables specified in this Agreement or **Exhibit A** and to any ideas, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other works of authorship, and any other work product created, conceived or developed by Consultant (whether alone or jointly with others) for Client during or before the Term of this Agreement, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein (including all rights to priority and rights to file patent applications and/or registered designs) (collectively, the "***Client Work Product***"). Consultant retains no rights to use the Client Work Product and agrees not to challenge the validity of Client's ownership of, or intellectual property rights in, the Client Work Product.

3.2 Consultant agrees to execute, at Client's request and expense, all documents and other instruments necessary or desirable to confirm such assignment, including without limitation, any copyright assignment or patent assignment provided by the Client. Consultant hereby irrevocably appoints Client as Consultant's attorney-in-fact for the purpose of executing such documents on Consultant's behalf, which appointment is coupled with an interest. At Client's request, Consultant will promptly record any such patent assignment with the United States Patent and Trademark Office. Client will reimburse Consultant for any reasonable out-of-pocket expenses actually incurred by Consultant in fulfilling its obligations under this section. Consultant will deliver each item of Client Work Product specified in this Agreement (including **Exhibit A**) and disclose promptly in writing to Client all other Client Work Product.

4. Other Rights. If Consultant has any rights, including without limitation "artist's rights" or "moral rights," in the Client Work Product that cannot be assigned, Consultant hereby unconditionally and irrevocably grants to Client an exclusive (even as to Consultant), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Client Work Product in any medium or format, whether now known or later developed. In the event that Consultant has any rights in the Client Work Product that cannot be assigned or licensed, Consultant unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Client or Client's customers and channel partners.

5. Preexisting IP.

5.1 No Use of Preexisting. Consultant agrees not to use or incorporate into Client Work Product any intellectual property developed either by Consultant (other than in the course of performing services for Client) (the "***Preexisting Consultant IP***") or by a third party (the "***Preexisting Third-Party IP***").

5.2 License to Certain Preexisting Consultant IP. Consultant agrees that if Consultant uses or incorporates Preexisting Consultant IP into Client Work Product, then Consultant hereby grants to Client a non-exclusive, worldwide, fully-paid and royalty-free, irrevocable, perpetual license, with the right to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, digitally transmit, create derivative works of, publicly perform and publicly display in any medium or format, whether now known or later developed, such Preexisting Consultant IP incorporated or used in Client Work Product. Consultant agrees that Consultant will cooperate with Client to acquire an acceptable license prior to using or incorporating Preexisting Third-Party IP into Client Work Product.

6. Representations and Warranties.

6.1 Consultant represents and warrants that: (a) the Services will be performed in a prompt and professional manner and in accordance with industry standards and the Client Work Product will comply with the requirements and specifications (if any) set forth in this Agreement and **Exhibit A**, (b) the Client Work Product will be an original work of Consultant, (c) Consultant has the right and unrestricted ability to assign the ownership of Client Work Product to Client as set forth in Section 3 (including without limitation the right to assign the ownership of any Client Work Product created by Consultant's employees or contractors), (d) neither the Client Work Product nor any element thereof will infringe upon or misappropriate any copyright, patent, trademark, trade secret, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law, (e) Consultant has an unqualified right to grant to Client the license to Preexisting Consultant IP set forth in Section 5.2, above, (f) Consultant will not incorporate into the Client Work Product any software code licensed under the GNU General Public License, Lesser General Public License, Affero General Public License, "copyleft" license or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Client, except as expressly agreed by the Client in writing, and (g) Consultant will comply with all applicable federal, state, local and foreign laws governing self-employed individuals, including laws requiring the payment of taxes, such as income and employment taxes, and social security, disability, and other contributions. Consultant further represents and warrants that Consultant is self-employed in an independently established trade, occupation, or business; maintains and operates a business that is separate and independent from Client's business; holds themself out to the public as independently competent and available to provide applicable services similar to the Services; has obtained and/or expects to obtain clients or customers other than Client for whom Consultant performs services; and will perform work for Client that Consultant understands is outside the usual course of Client's business

6.2 Consultant agrees to indemnify and hold Client harmless from any and all damages, costs, claims, expenses or other liability (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach by Consultant of the representations and warranties set forth in Section 6.1, above.

7. Independent Contractor Relationship. Consultant's relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between Client and any of Consultant's employees or agents. Consultant is not authorized to make any representation, contract or commitment on behalf of Client. Consultant (if Consultant is an individual) and Consultant's employees will not be entitled to any of the benefits that Client may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Because Consultant is an independent contractor, Client will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on behalf of Consultant. Consultant is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of Services and receipt of fees under this Agreement. Consultant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing Services under this Agreement. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Consultant by filing Form 1099-NEC with the Internal Revenue Service as required by law. If, notwithstanding the foregoing, Consultant is reclassified as an employee of Client, or any affiliate of Client, by the U.S. Internal Revenue Service, the U.S. Department of Labor, or any other federal or state or foreign agency as the result of any administrative or judicial proceeding, Consultant agrees that Consultant will not, as the result of such reclassification, be entitled to or eligible for, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by Client.

8. Confidential Information.

8.1 Nondisclosure. During the Term of this Agreement and thereafter Consultant (i) will not use or permit the use of Client's Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, (ii) will hold such Confidential Information in confidence and protect it from unauthorized use and disclosure, and (iii) will not disclose such Confidential Information to any third parties except as set forth in this section and in Section 9 below. Consultant will protect Client's Confidential Information from accidental loss and unauthorized use, access or disclosure in the same manner as Consultant protects its own confidential information of a similar nature, but in no event will it exercise less than reasonable care. Notwithstanding the foregoing or anything to the contrary in this Agreement or any other agreement between Client and Consultant, nothing in this Agreement shall limit Consultant's right to report possible violations of law or regulation with any federal, state, or local government agency. "***Confidential Information***" as used in this Agreement means all information disclosed by Client to Consultant, whether during or before the Term of this Agreement, that is not generally known in the Client's trade or industry and will include, without limitation: (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of Client or its subsidiaries or affiliates; (b) trade secrets, drawings, inventions, know-how, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; (d) existence of any business discussions, negotiations or agreements between the Parties; and (e) any information regarding the skills and compensation of employees, contractors or other agents of Client or its subsidiaries or affiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Client or Consultant in the course of Client's business. Confidential Information does not include information that (x) is or becomes a part of the public domain through no act or omission of Consultant, (y) is disclosed to Consultant by a third party without restrictions on disclosure, or (z) was in Consultant's lawful possession without obligation of confidentiality prior to the disclosure and was not obtained by Consultant either directly or indirectly from Client. In addition, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; *provided, however*, that Consultant will first have given notice to Client and will have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. All Confidential Information furnished to Consultant by Client is the sole and exclusive property of Client or its suppliers or customers. Upon request by Client, Consultant agrees to promptly deliver to Client the original and any copies of the Confidential Information. Notwithstanding the foregoing nondisclosure obligations, pursuant to 18 U.S.C. Section 1833(b), Consultant will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

8.2 Personal Information. With respect to any Confidential Information that constitutes personal data, personal information, personally identifiable information or similar information under applicable privacy or data security laws (collectively, "***Personal Information***"), Consultant shall not (i) sell or share Personal Information, (ii) retain, use or disclose Personal Information for any purpose other than the business purpose specified in this Agreement, (iii) retain, use, or disclose the Personal Information outside of the direct business relationship between Consultant and Client, or (iv) combine the Personal Information Consultant receives from, or on behalf of, Client with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with consumers. For the avoidance of doubt, the foregoing prohibits Consultant from "selling" Personal Information, as defined

in the California Consumer Privacy Act of 2018 (as amended, the "***CCPA***"), and from retaining, using, or disclosing Personal Information outside of the direct business relationship between Consultant and Client or for a "commercial purpose" (as defined in the CCPA). Client retains the right to take reasonable and appropriate steps to ensure that Consultant uses the Personal Information transferred in a manner consistent with Client's obligations under the CCPA. Client retains the right to, upon notice, take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information. Consultant hereby certifies that it understands the obligations under this Section 8.2 and will comply with them, and agrees to notify Client if Consultant is no longer able to meet the obligations under this Section 8.2.

(a) Consultant shall comply with applicable obligations under the CCPA, as amended, and provide the same level of privacy protection as required for Client.

(b) Consultant shall use reasonable security measures appropriate to the nature of any Personal Information in its possession or control to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure.

(c) The Parties acknowledge and agree that Consultant's access to Personal Information is not part of the consideration exchanged by the Parties in respect of the Agreement.

(d) If any individual contacts Consultant to make a request pertaining to their Personal Information, Consultant shall promptly forward the request to Client and shall not respond to the individual except as instructed by Client. Consultant shall promptly take such actions and provide such information as Client may request to help Client fulfill requests of individuals to exercise their rights under the applicable privacy or data security laws, including, without limitation, requests to access, delete, opt-out of the sale of, or receive information about the processing of, Personal Information pertaining to them. Consultant agrees to cooperate with Client to further amend the Agreement as may be necessary to address compliance with applicable privacy or data security laws.

9. Consultant's Employees, Consultants and Agents. Consultant shall have the right to disclose Confidential Information only to those of its employees, consultants, and agents who have a need to know such information for the purpose of performing Services and who have entered into a binding written agreement that is expressly for the benefit of Client and protects Client's rights and interests in and to the Confidential Information to at least the same degree as this Agreement. Client reserves the right to refuse or limit Consultant's use of any employee, consultant or agent or to require Consultant to remove any employee, consultant or agent already engaged in the performance of the Services. Client's exercise of such right will in no way limit Consultant's obligations under this Agreement.

10. Term and Termination.

10.1 Term. The initial term of this Agreement is for a period of two (2) years commencing on the Effective Date (the "***Initial Term***"). This Agreement may be extended for successive one (1) year Terms with the prior written consent of both Parties.

10.2 Termination for Cause. Either Party may terminate this Agreement only for Cause if (a) the other Party has materially breached its obligations under this Agreement, (b) the non-breaching Party delivers to the breaching Party a written notice describing the breach in reasonable detail, and (c) the breaching Party fails to cure such breach within twenty-one (21) days following the date on which such written notice is delivered to the breaching Party.

10.3 Survival. The rights and obligations contained in Sections 3 ("***Ownership of Client Work Product***"), 4 ("***Other Rights***"), 5 ("***License to Preexisting IP***"), 6 ("***Representations and***

Warranties"), 8 ("***Confidential Information***") and 12 ("***Non-solicitation***") will survive any termination or expiration of the Term of this Agreement.

11. No Conflicts of Interest.

11.1

(a) Consultant agrees that during the Term of this Agreement, and unless written permission is given by the Client, Consultant will not:

(i) accept work, enter into a contract, or provide services to any third party that provides products or services which compete with the products or services provided by the Client, or

(ii) enter into any agreement or perform any services which would conflict or interfere with the Services provided pursuant to or the obligations under this Agreement.

(b) Consultant warrants that there is no other contract or duty on his part that prevents or impedes Consultant's performance under this Agreement.

11.2 Consultant agrees to indemnify Client from any and all loss or liability incurred by reason of the alleged breach by Consultant of any services agreement with any third party.

12. Non-solicitation. Consultant agrees that during the Term of this Agreement and for one year thereafter, Consultant will not either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, or consultant of Client to terminate their relationship with Client in order to become an employee, consultant, or independent contractor to or for any other person or entity.

13. Successors and Assigns. Consultant may not subcontract or otherwise delegate or assign this Agreement or any of its obligations under this Agreement without Client's prior written consent. Any attempted assignment in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement will be for the benefit of Client's successors and assigns, and will be binding on Consultant's assignees.

14. Notices. Any notice required or permitted by this Agreement will be in writing and will be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by email or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice will be sent to the addresses set forth below or such other address as either Party may specify in writing.

15. Governing Law. This Agreement will be governed in all respects by the laws of the United States of America and by the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction.

16. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

17. Waiver. The waiver by Client of a breach of any provision of this Agreement by Consultant will not operate or be construed as a waiver of any other or subsequent breach by Consultant.

18. Injunctive Relief for Breach. Consultant's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

19. Entire Agreement. This Agreement, including **Exhibit A**, constitutes the entire agreement between the Parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement, including **Exhibit A**, will govern all services undertaken by Consultant for Client. This Agreement may only be changed or amended by mutual agreement of authorized representatives of the Parties in writing. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Remainder of page intentionally left blank]

The Parties have executed this Agreement as of the Effective Date.

CLIENT:

BIRCH TECHNOLOGIES, INC.

By: _____

Name: _____
Title: _____

Email: _____

Address:

CONSULTANT:

_____
Yinhan Liu

Email:

Address:

For copyright registration purposes only, Consultant must provide the following information:

Date of Birth: _____

Nationality or domicile: Seattle, Washington, United States of America

EXHIBIT A

Consultant will render the following services to Client as Client may from time to time request in accordance with Section 1 of this Agreement:

- Consultant will provide technical guidance, input, and mentorship related to the Intellectual Property utilized by Client and assist Client as requested to accomplish the Milestones set forth in Section 2.1 of this Agreement.

EXHIBIT B

Product Roadmap

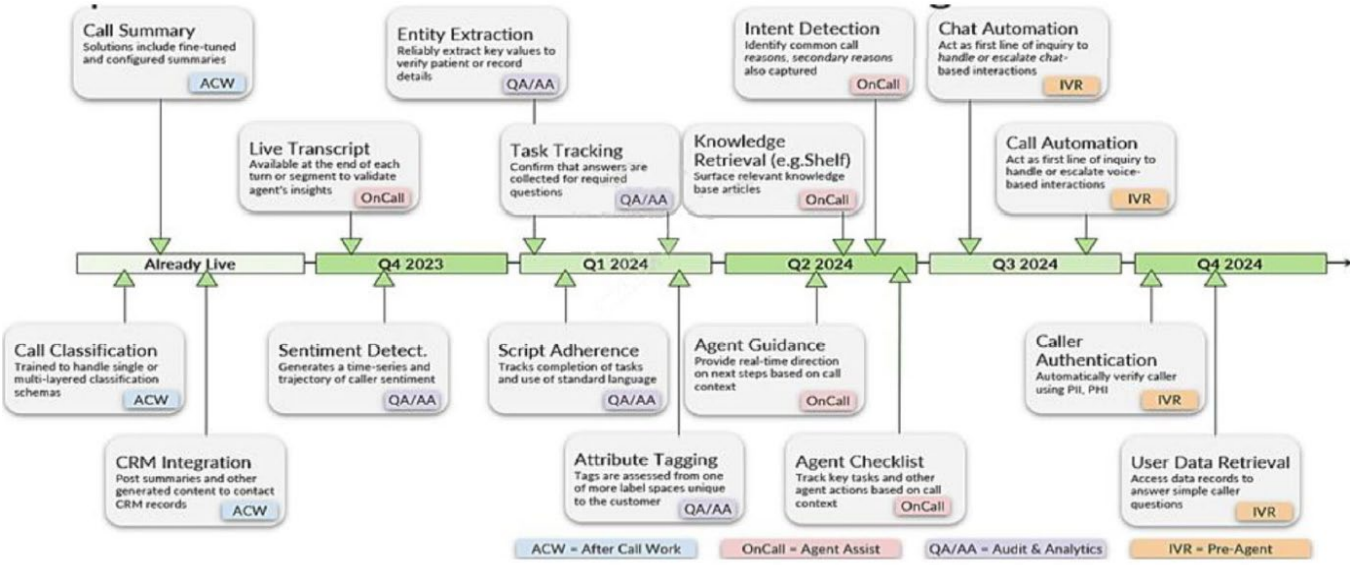


Exhibit C

Form of SAFE Cancellation Agreement

[*Attached.*]

Execution Version
CONFIDENTIAL

SAFE CANCELLATION AGREEMENT

This SAFE CANCELLATION AGREEMENT (this "***Agreement***"), dated as of March 22, 2024, is made and entered into by and among Birch Technologies, Inc. (the "***Company***"), Sagility LLC ("***Buyer***"), and the undersigned Company SAFE Holder (the "***Holder***"). Buyer, the Company and the Holder are collectively referred to from time to time herein as the "***Parties***," and each, individually, as a "***Party***." Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Company issued to the Holder that Simple Agreement for Future Equity identified on the Holder's signature page hereto (the "***Company SAFE***");

WHEREAS, Buyer, the Company, WT Representative LLC, a Delaware limited liability company, solely in its capacity as the representative of the Business Equityholders and Company SAFE Holders (the "***Sellers' Representative***"), and the other parties thereto, have entered into that certain Stock Purchase Agreement, dated as of the date hereof (as such agreement may be amended from time to time, the "***Purchase Agreement***"), pursuant to which Buyer shall acquire all of the issued and outstanding Company Stock (the "***Transaction***"), on the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, in connection with the Purchase Agreement and the consummation of the transactions contemplated thereby, the Company and the Holder agree to terminate and cancel the Company SAFE, effective as of immediately prior to the Closing, and the Company, Buyer and the Holder have agreed to enter into this Agreement regarding the terms of the termination and cancellation of the Company SAFE;

WHEREAS, notwithstanding anything to the contrary set forth in the Company SAFE, pursuant to the terms of the Purchase Agreement and this Agreement, the Holder shall be entitled to receive in consideration of the cancellation of the Company SAFE and in settlement therefor, subject to Section 1.02(c) of the Purchase Agreement, an amount in cash equal to the $225,000 at the Closing plus up to $25,000 upon the release of the Indemnity Holdback Amount (if any) subject to the terms and conditions of the Purchase Agreement, including Article XI thereof, in all respects, (collectively referred to herein as the "***Company SAFE Consideration***"), it being acknowledged and agreed that in exchange for the Company SAFE Consideration, the Holder expressly agrees to waive any right to receive any additional cash payments, shares of Company Common Stock or other Capital Stock that would become due, payable and/or issuable under the Company SAFE.

NOW THEREFORE, in consideration of the promises, covenants and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

CASH CONSIDERATION; COMPANY SAFE CANCELLATION

1.1 Company SAFE Cancellation.

(a) The Holder hereby irrevocably cancels, forfeits and surrenders all of the Holder's rights under the Company SAFE, including any right to receive any additional cash payments, shares of Company Common Stock or other Capital Stock that would become due, payable and/or issuable thereunder, effective as of immediately prior to the Closing, and, notwithstanding any other provision of the Company SAFE to the contrary, in exchange therefor, the Holder will be entitled to receive the Company SAFE Consideration, it being acknowledged and agreed that in exchange for the Company SAFE Consideration the Holder expressly agrees to waive any right to receive any additional cash payments, shares of Company Common Stock or other Capital Stock that would become due, payable and/or issuable under the Company SAFE. Pursuant to the Purchase Agreement and contingent upon the Holder's execution of this Agreement and any other documents required by Buyer and the consummation of the Transaction, Buyer shall pay, or shall cause to be paid, the Company SAFE Consideration as soon as reasonably practicable following the Closing Date.

(b) The Holder hereby irrevocably acknowledges and agrees that, notwithstanding anything to the contrary set forth in the Company SAFE, effective as of immediately prior to the Closing, the Company SAFE is hereby terminated and canceled and is null and void and of no further effect. The Holder further irrevocably acknowledges and agrees that from and after the Closing, the Holder's only right with respect to the Holder's Company SAFE is the right to receive the Company SAFE Consideration. The Holder hereby irrevocably acknowledges and agrees that Holder shall be responsible for any federal, state or local income or similar taxes required to be paid by the Holder with respect to the receipt of Company SAFE Consideration and this Agreement. The Holder shall indemnify and hold the Released Parties (as defined below) harmless from and against any claim, demand, action, cause of action, loss, liability, damage, cost, penalty or expense whatsoever, including reasonable and documented legal fees, suffered or incurred by the Released Parties by reason of the Holder's failure to pay or discharge any federal, state or local income or similar taxes required to be paid by the Holder resulting from any amount paid or deemed to be paid to the Holder.

(c) The Holder hereby acknowledges and agrees that the Company SAFE Consideration is sufficient consideration for the cancellation and termination of the Company SAFE and that the Holder will not be entitled to any future payments or issuances of Capital Stock pursuant to the Company SAFE.

(d) The Holder hereby acknowledges and agrees that the cancellation of the Company SAFE and the payment of the Company SAFE Consideration is subject to and conditioned upon the Closing under the Purchase Agreement and the occurrence of the Closing. Payment of the Company SAFE Consideration shall be made by wire transfer of funds in accordance with the Purchase Agreement and wire instructions included in the Allocation Schedule.

ARTICLE II

RELEASE; WAIVER

2.1 Waiver of Notice. With respect to the Transaction and the other transactions contemplated by the Purchase Agreement and this Agreement, the Holders hereby waives all of the notice requirements set forth in the Company SAFE or any other agreements or other documents between the Company and the Holder, and any notice to which the Holder may be entitled pursuant to any state corporate law that may apply or purport to apply.

2.2 Release.

(a) The Holder, on behalf of itself and, to the greatest extent permissible by applicable Law, each of its agents, trustees, beneficiaries, Affiliates, heirs, successors, legal representatives and assigns to the extent any such Person asserts Claims of, or on behalf of, the Holder hereby unconditionally and irrevocably and forever releases and discharges the Company, 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 Holder ever had, now has 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 the amount or form of the consideration to be received by the Holder pursuant to the Purchase Agreement (without limiting any rights or remedies therein) or any other matter, circumstance, event, action, inaction, omission, cause or thing whatsoever relating to the Company or any of its Subsidiaries (including arising out of or relating to the Holder's status as a Company Security Holder prior to the Closing), in each case arising at any time at or prior to, the Closing (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 document or agreement delivered hereunder or any of the provisions set forth herein or therein, (ii) any rights to the Company SAFE Consideration or (iii) any Claim of the Holder that cannot be released by Law (collectively, the "***Retained Claims***");

(b) The Holder 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 Holder acknowledges that it has had the opportunity to be advised by legal counsel with regard to this Section 2.2 and hereby irrevocably and expressly waives any benefits that may be applicable to the Holder 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 2.2 shall be effective subject to and at the Closing.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE HOLDER

The Holder hereby represents and warrants to Buyer and the Company as follows:

3.1 Organization and Good Standing. The Holder is duly organized, validly existing and in good standing under the Laws of the state of its formation and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted.

3.2 Authorization of Agreement. The Holder has all requisite power and authority to execute and deliver this Agreement and to perform the Holder's obligations under this Agreement. The execution and delivery of this Agreement, and the consummation by the Holder of the transactions contemplated hereby, have been duly and validly authorized by all necessary action of the Holder. This Agreement has been duly and validly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the Company and Buyer, this Agreement constitutes the legal, valid and binding obligations of the Holder, enforceable against the Holder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity.

3.3 Conflicts; Consents of Third Parties.

(a) Neither the execution and delivery by the Holder of this Agreement nor the consummation of the transactions contemplated hereby, nor compliance by the Holder with any of the provisions hereof, will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or give rise to any obligation of the Holder to make any payment under, or to the increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Liens upon the Holder's Company SAFE under, any provision of (i) any Contract or permit to which the Holder is a party, (ii) any Order applicable to the Holder or (iii) any applicable Law.

(b) No consent, waiver, approval, Order, material permit or authorization of, or declaration or filing with, or notification to, any Governmental Authority is required on the part of the Holder in connection with the execution and delivery of this Agreement, the compliance by the Holder with any of the provisions hereof, or the performance of the Holder's obligations under this Agreement.

3.4 Litigation. As of the date hereof, there is no pending or, to the knowledge of the Holder, threatened, Action against the Holder or the Holder's properties that challenges the validity

or propriety, or seeks to prevent, materially impair or materially delay consummation of the transactions contemplated hereby.

3.5 No Brokers. The Holder is not obligated for the payment of any fees or expenses of any investment banker, broker, advisor, finder or similar party in connection with the origin, negotiation or execution of the Purchase Agreement, this Agreement or in connection with the transactions contemplated by the Purchase Agreement and this Agreement.

3.6 Ownership of Company SAFE. The Holder is the beneficial and record owner of and has good and marketable title to the Company SAFE, and as of the Closing such Company SAFE will be free and clear of all Liens. The Company SAFE Consideration is set forth next to the Holder's name on the Holder's signature page hereto. Except for this Agreement, there are no agreements or other rights or arrangements existing which provide for the sale, purchase, exchange or other transfer by Holder of the Company SAFE or any interests therein. Neither the Holder nor any of the Holder's Affiliates owns any Capital Stock of the Company.

3.7 Tax Matters. The Holder has had an opportunity to review with his own tax advisors the tax consequences of the termination and cancelation of the Holder's Company SAFE, the Transaction and the other transactions contemplated by the Purchase Agreement and this Agreement. The Holder understands that he must rely solely on its tax advisors and not on any statements or representations regarding tax matters made by Buyer, the Company or any of their respective Representatives. The Holder understands that the Holder (and not Buyer or the Company) shall be responsible for any Tax liability for the Holder that may arise as a result of the termination and cancelation of the Holder's Company SAFE, the Transaction or any of the other transactions contemplated by the Purchase Agreement or this Agreement.

3.8 Review. The Holder has had an opportunity to carefully read this Agreement and the Purchase Agreement, and the Holder has had reasonable time and opportunity to discuss the requirements of such agreements with the Holder's financial, legal and other advisors, to the extent the Holder has determined necessary, prior to executing this Agreement. The Holder acknowledges he is relying solely on his own counsel and not on any statements or representations of Buyer, the Company or their respective representatives for legal advice with respect to this Agreement, the Purchase Agreement and the transactions contemplated hereby and thereby.

ARTICLE IV

COVENANTS OF THE HOLDERS; TAX MATTERS

4.1 Acknowledgement; Nondisclosure.

(a) The Holder acknowledges and agrees that as a result and as a part of the Holder's relationship with the Company (including as a result of the Holder's ownership of the Company SAFE), the Holder was afforded access to Confidential Information (as defined below) which could have an adverse effect on Buyer, the Company and their businesses if it is disclosed or used for any purpose other than that for which it was intended (the "***Purpose***"), and that as a condition and inducement to Buyer entering into the Purchase Agreement and as a condition to the consummation of the Transaction, it is reasonable and necessary for the Holder to promise and agree, subject to the terms and conditions herein, not to disclose or use, other than for the Purpose,

such Confidential Information. The Holder further acknowledges and agrees that the benefits provided to the Holder under this Agreement and the Purchase Agreement constitute good and sufficient consideration for the agreements and covenants in this Article IV.

(b) The Holder covenants and agrees that from and after the Closing, the Holder shall not disclose directly or through its Affiliates or their respective directors, officers or employees, any Confidential Information. Notwithstanding the foregoing, the provisions of this Section 4.1(b) will not prohibit any use or disclosure of Confidential Information (i) required by Law or otherwise pursuant to court order, subpoena or other legal process, so long as the Holder agrees to use its commercially reasonable efforts to (A) to the extent permitted by Law or otherwise pursuant to court order, subpoena or other legal process, provide Buyer and the Company an opportunity to object to the disclosure, (B) to the extent permitted by Law, give Buyer and the Company reasonable prior written notice under the circumstances and (C) if requested by Buyer or the Company, reasonably cooperate with Buyer or the Company, at Buyer's or the Company's, as applicable, sole expense, to seek protective treatment of the Confidential Information, (ii) in connection with any Action to the extent reasonably required to enforce any right or remedy relating to the Purchase Agreement or the transactions contemplated by the Purchase Agreement including, for the avoidance of doubt, such disclosure made to the Sellers' Representative or the Sellers' Representative's Affiliates or representatives; provided, that such Persons shall have agreed in advance of such disclosure to be bound by confidentiality obligations substantially similar to the terms of confidentiality to which the Holder is bound pursuant to this Agreement or are otherwise bound by a fiduciary or other legal obligation of confidentiality or (iii) to a legal, financial or tax advisor who has a need to know such information for the purpose of providing advice or services to the Holder, and who is bound by a fiduciary, contractual or other legal obligation not to disclose such information.

(c) For purposes of this Article IV, "***Confidential Information***" means (i) all information belonging to, used by, or which is in the possession of the Company, its Affiliates or a Holder relating to the Company's and its Affiliates' business or assets to the extent such information has not been disseminated to the public or is otherwise not generally known to competitors of the Company, specifically including information relating to the Company's products, services, strategies, pricing, customers, representatives, suppliers, distributors, technology, finances, employee compensation, computer software and hardware, inventions, developments, or trade secrets, and (ii) all information relating to the Transaction, including all strategies, negotiations, discussions, terms, conditions, and other information relating to this Agreement, the Purchase Agreement and each other document and agreement delivered in connection herewith and therewith. The Holder acknowledges that all of the Confidential Information is and after the Closing will continue to be the exclusive proprietary property of the Company or its Affiliates, as applicable, whether or not prepared in whole or in part by the Holder and whether or not disclosed to or entrusted to the custody of the Holder. For the avoidance of doubt, the taking of any action prohibited by this Section 4.1 by any Affiliate of a Holder or any of their respective directors, officers or employees or any other Persons that have received Confidential Information from the Holder shall be deemed to be a breach of this Section 4.1 by the Holder.

4.2 Public Announcements. Except for disclosures permitted by Section 4.1 or the proviso of this sentence, the Holders shall not, directly or indirectly, issue or cause publication of

any press release or other public announcement or make any other public statement (including any contemplated affiliation with Buyer in social media accounts) with respect to the transactions contemplated hereby, in each case, without the prior written consent of Buyer, which consent may be provided or withheld by Buyer in its sole and absolute discretion. For the avoidance of doubt, the taking of any action prohibited by this Section 4.2 by any Affiliate (other than the Company to the extent the Company is an Affiliate of any Holder) of any Holder or any director, officer or employee of a Holder or any of his Affiliates shall be deemed to be a breach of this Section 4.2 by the Holder.

4.3 Transfer Restriction. The Holder shall not directly or indirectly, transfer, sell, exchange, pledge or otherwise dispose of or encumber the Company SAFE, or enter into any agreement or other arrangement relating thereto (other than as expressly contemplated in the Purchase Agreement), at any time prior to a Termination Event.

4.4 Further Assurances. The Holder shall, as reasonably requested by Buyer or the Company promptly execute and deliver such additional documents and instruments and take all such further action as may be reasonably necessary to consummate and make effective the transactions contemplated by this Agreement.

4.5 Tax Matters. Buyer and the Company (and any agent acting on their behalf) shall be entitled to deduct and withhold from the Company SAFE Consideration otherwise payable pursuant to this Agreement to the Holder such amounts as are required to be deducted and withheld under the Internal Revenue Code of 1986, as amended, or any provision of state, local or foreign tax law, and shall be provided a properly completed Internal Revenue Service ("***IRS***") Form W-9, or the appropriate version of IRS Form W-8, as applicable, from the Holder. To the extent that amounts are so withheld by Buyer, the Company (or any agent acting on their behalf) and timely paid over to the applicable Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Holder.

ARTICLE V

AGREEMENT TO BE BOUND BY CERTAIN PROVISIONS OF THE PURCHASE AGREEMENT

5.1 Agreement to be Bound. The Holder acknowledges, approves of and agrees to be bound by and comply with the terms and conditions of the Purchase Agreement applicable by their terms to the Holder in his, her or its capacity as a Company Security Holder, contributor to the Indemnity Holdback Amount, and Secondary Indemnitor, including in Sections 1.02 (Treatment of Company Securities), 1.03 (The Adjustment Amount), 1.04 (Holdback), 2.03 (Withholding), and Article VI (Survival; Indemnification) thereof (but subject to all limitations and defenses set forth therein), as though the Holder were a party to the Purchase Agreement with respect to such terms and conditions. This Section 5.1, among other things, is for the benefit of the Buyer Indemnified Parties and shall be enforceable by them directly against the Holder.

5.2 Sellers' Representative. The Holder acknowledges and accepts the appointment of the Sellers' Representative and the other provisions relating thereto as set forth in Article X of the

Purchase Agreement. This Section 5.2 is for the benefit of the Sellers' Representative, the Company, and Buyer and shall be enforceable by any of them directly against the Holder.

ARTICLE VI

MISCELLANEOUS

6.1 Specific Performance.

(a) The Parties agree that, in the event of any breach or threatened breach by the other Party hereto of any covenant, obligation or other agreement set forth in this Agreement, (i) each Party shall be entitled, without any proof of actual damages (and in addition to any other remedy that may be available to it), to specific performance to enforce the observance and performance of such covenant, obligation or other agreement and an injunction preventing or restraining such breach or threatened breach, and (ii) no Party shall be required to provide or post any bond or other security or collateral in connection with any such decree, order or injunction or in connection with any related Action.

(b) Any and all remedies expressly conferred herein upon a Party hereunder shall be deemed to be cumulative with, and not exclusive of, any other remedy conferred hereby, or by Law or in equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

6.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction).

6.3 Exclusive Jurisdiction; Waiver of Jury Trial.

(a) ANY ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED FIRST, IN THE COURT OF CHANCERY WITHIN NEW CASTLE COUNTY IN THE STATE OF DELAWARE (AND ANY APPELLATE COURT THEREOF LOCATED WITHIN SUCH COUNTY) AND TO THE EXTENT SUCH COURT OF CHANCERY (OR APPELLATE COURT THEREOF LOCATED WITHIN SUCH COUNTY) LACKS JURISDICTION OVER THE MATTER, THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED WITHIN NEW CASTLE COUNTY IN THE STATE OF DELAWARE (OR APPELLATE COURT THEREOF LOCATED WITHIN SUCH COUNTY), AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH ACTION. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE PURCHASE AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.3(B).

6.4 Entire Agreement; Assignment. This Agreement and the Purchase Agreement (a) constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and thereof, (b) are not intended to confer upon any other Person any rights or remedies hereunder, except for Section 5.1, which is for the benefit of the Buyer Indemnified Parties, and Section 5.2, which is for the benefit of the Sellers' Representative, the Company, and Buyer, and (c) shall not be assigned by operation of Law or otherwise; provided, that Buyer may assign its rights and delegate its obligations hereunder to its Affiliates as long as Buyer remains ultimately liable for all of Buyer's obligations hereunder. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns. Any purported assignment not permitted under this Section 6.4 shall be null and void.

6.5 Amendment; Waiver. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement, signed by the Parties hereto. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

6.6 Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received (a) upon receipt when delivered by hand, (b) upon transmission, if sent by electronic mail transmission, or (c) one (1) Business Day after being sent by courier or express delivery service; provided, that in each case the notice or other communication is sent to the address or electronic mail address as specified for such party below (or to such other address or electronic mail address as such party shall have specified in a written notice given to the other parties hereto):

(i) If to Buyer, then as provided for in Section 9.01 of the Purchase Agreement;

(ii) If to the Company, then as provided for in Section 9.01 of the Purchase Agreement; and

(ii) If to the Holder, then to the address set forth on the Holder's signature page hereto.

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

6.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

6.9 Interpretation. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement. Article, section and paragraph references are to the articles, sections and paragraphs of this Agreement unless otherwise specified. The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. The word "extent" and the phrase "to the extent" when used in this Agreement shall mean the degree to which a subject or other things extends, and such word or phrase shall not merely mean "if." The term "or" is not exclusive, and shall be interpreted as "and/or" unless the context clearly requires otherwise. A reference to any specific legislation or to any provision of any legislation shall include any amendment to, and any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

6.10 Termination. This Agreement shall terminate upon the earlier of (a) the failure of the Transaction's consummation and (b) the termination of this Agreement by mutual consent of the Parties (each individually a "***Termination Event***") and shall be null and void in all respects after a Termination Event; provided, that, nothing herein shall relieve any Party from liability in

connection with any breach of such party's representations, warranties or covenants contained herein occurring prior to a Termination Event.

6.11 Acknowledgements. Each party to this Agreement acknowledges that (a) Koley Jessen P.C., L.L.O., counsel for the Company, represented the Company in connection with the Transaction and related transactions, (b) Cooley LLP, counsel for Buyer, represented Buyer in connection with this Agreement, the Transaction and related transactions, and (c) neither of the foregoing firms has represented any Holder in connection with this Agreement, the Transaction or related transactions.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

SAFE HOLDER:

AI Grant, LLC

By: _____
Name:
Title:
Address:

Company SAFE Information:

Simple Agreement for Future Equity, dated as of November 3, 2022, by and between the Company and AI Grant, LLC.

Purchase Amount (as defined in the Company SAFE): $250,000

Company SAFE Consideration: $225,000 at the Closing plus up to $25,000 upon the release of the Indemnity Holdback Amount (if any) subject to the terms and conditions of the Purchase Agreement, including Article XI thereof, in all respects.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

COMPANY:

Birch Technologies, Inc.

By: _____

Name:
Title:
Address:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

BUYER:

Sagility, LLC

By: _____

Name:
Title:
Address: