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MERGER OR SHARE EXCHANGE

MERCURYGATE INTERNATIONAL, INC.

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ARTICLES OF MERGER
OF
MGI MERGER SUB, INC.
a Florida corporation
INTO
MERCURYGATE INTERNATIONAL, INC.
a Florida corporation

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

1. The exact name, jurisdiction, and form/entity type of the surviving corporation is:

Name	Jurisdiction	Document Number
MercuryGate International, Inc.	Florida	Corporation

P00-23527

2. The exact name, jurisdiction and form/entity of the merging corporation is:

Name	Jurisdiction	Form/Entity Type
MGI Merger Sub, Inc.	Florida	Corporation

P18-626036

3. The Agreement and Plan of Merger ("Plan of Merger") is attached.

4. The merger shall become effective on the date these Articles of Merger are filed with the Florida Secretary of State.

5. The Plan of Merger was adopted by the shareholders of the surviving corporation on August 23, 2018.

6. The Plan of Merger was adopted by the shareholders of the merging corporation on August 23, 2018.

7. The Articles of Incorporation of the surviving corporation are amended and restated by the merger and as of the effective date of the merger, shall be and may be separately certified as the Articles of Incorporation of the surviving corporation. The Amended and Restated Articles of Incorporation are attached.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, these Articles of Merger have been executed by a duly authorized officer of each of the Merging Corporation and the Surviving Corporation as of this 23rd day of August, 2018.

MERGING CORPORATION

MGI Merger Sub, Inc.,
a Florida corporation

DocuSigned by:
By: Joe Juliano
Name: Joe Juliano
Title: Chief Executive Officer

IN WITNESS WHEREOF, these Articles of Merger have been executed by a duly authorized officer of each of the Merging Corporation and the Surviving Corporation as of this 23rd day of August, 2018.

SURVIVING CORPORATION

MercuryGate International, Inc.,
a Florida corporation

By: _____
Name: Daniel Graham
Title: Chief Financial Officer

EXHIBIT A

Agreement and Plan of Merger

EXECUTION

AGREEMENT AND PLAN OF MERGER

by and among

MERCURYGATE INTERNATIONAL, INC.,

MGI INTERMEDIATE HOLDINGS, INC.,

MGI MERGER SUB, INC.

and

SHAREHOLDER REPRESENTATIVE SERVICES LLC,
solely in its capacity as
the Securityholder Representative

July 23, 2018

This document is not intended to create nor will it be deemed to create a legally binding or enforceable offer or agreement of any type or nature, unless and until agreed and executed by the parties.

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of July 23, 2018, is made by and among MercuryGate International, Inc., a Florida corporation (the "Company"), MGI Intermediate Holdings, Inc., a Delaware corporation (the "Parent"), MGI Merger Sub, Inc., a Florida corporation and wholly owned Subsidiary of the Parent (the "Merger Sub"), and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the representative, agent and attorney-in-fact for the Company's securityholders (the "Securityholder Representative"). The Parent, the Merger Sub and the Company, and, solely in its capacity as and solely to the extent applicable, the Securityholder Representative, shall be referred to herein from time to time as a "Party" and collectively as the "Parties". Capitalized terms used and not otherwise defined herein have the meanings set forth in Article XI below.

WHEREAS, the Parent desires to acquire one hundred percent (100%) of the issued and outstanding shares of capital stock of the Company in a reverse subsidiary merger transaction on the terms and subject to the conditions set forth herein;

WHEREAS, concurrently with the execution of this Agreement, and as a condition and inducement to the willingness of the Company to enter into this Agreement, each of Summit Partners Growth Equity Fund IX-A, L.P. and Summit Partners Growth Equity Fund IX-B, L.P., each a Delaware limited partnership (each, a "Guarantor" and, collectively, the "Guarantors") has provided a limited guaranty in favor of the Company, in the form attached hereto as Exhibit H (the "Limited Guaranty");

WHEREAS, the Boards of Directors of the Company, the Parent and the Merger Sub have each (i) determined that the Merger is in the best interests of their respective companies and stockholders and (ii) approved this Agreement and the transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions set forth herein; and

WHEREAS, the Boards of Directors of the Company and the Merger Sub have each determined to recommend to its stockholders the approval and adoption of this Agreement and the transactions contemplated hereby, including the Merger.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

THE MERGER

1.01 The Merger.

(a) Subject to the terms and conditions hereof, at the Effective Time, the Merger Sub shall merge (the "Merger") with and into the Company in accordance with the Florida Business Corporation Act of the State of Florida (the "FBCA"), whereupon the separate existence of the Merger Sub shall cease, and the Company shall be the surviving company (the "Surviving Company").

(b) At the Closing, the Company and the Merger Sub shall cause articles of merger substantially in the form of Exhibit A hereto (the "Articles of Merger") to be executed, acknowledged and filed with the Secretary of State of the State of Florida and make all other filings or recordings required by the FBCA in connection with the Merger. The Merger shall become effective at such time as the Articles of Merger are duly filed with the Secretary of State of the State of Florida or at such other time as the Parent and the Company shall agree and specify in the Articles of Merger (the "Effective Time").

(c) From and after the Effective Time, the Surviving Company shall succeed to all the assets, rights, privileges, immunities, powers and franchises and be subject to all of the Liabilities, restrictions, disabilities and duties of the Company and the Merger Sub, all as provided under the FBCA.

1.02 Effect on Capital Stock. Upon the terms and subject to the conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof:

(a) Each share of Common Stock issued and outstanding immediately prior to the Effective Time (other than Excluded Shares and Dissenting Shares) shall be converted into the right to receive an amount in cash equal to the sum of:

(i) the Per Share Closing Merger Consideration; and

(ii) the Per Share Additional Merger Consideration.

The aggregate consideration to which holders of Common Stock become entitled pursuant to this Section 1.02(a) is referred to herein as the "Common Stock Merger Consideration".

(b) Each share of Common Stock, if any, held immediately prior to the Effective Time by the Parent, the Merger Sub or the Company shall be canceled and no payment shall be made with respect thereto (the "Excluded Shares").

(c) Each share of common stock of the Merger Sub that is issued and outstanding immediately prior to the Effective Time shall be converted into and become one (1) validly issued, fully paid and non-assessable share of common stock of the Surviving Company.

1.03 Effect on Options.

(a) Upon the terms and subject to the conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any further action on the part of the Company or of any Securityholder, (i) each Unvested Option shall automatically be canceled and extinguished, no longer be outstanding, and cease to represent the right to acquire shares of Common Stock, without accelerated vesting or any payment of any consideration therefor; and (ii) each Vested Option shall automatically be cancelled and extinguished and in consideration therefor, the holder thereof shall be entitled to receive the Option Consideration as provided herein and without the payment of any interest.

(b) The Closing Option Consideration payable to the holders of Vested Options pursuant to Section 1.03(a) above shall be paid through the Company's payroll system (or directly by the Company in respect of any Options held by an individual other than a current or former employee of the Company) on the first regularly scheduled payroll date of the Company on or following the Effective Time (and in any event within three (3) Business Days following the Closing Date), and the remaining portion of the Option Consideration payable to the holders of Vested Options and any other amounts that are payable to the holders of Vested Options to be delivered to the Surviving Company for payment through the Surviving Company's payroll system, shall be paid on the first regularly scheduled payroll date of the Surviving Company (and in any event within three (3) Business Days following such request) following each such time as any such Option Consideration or other amounts become payable to such holder, if any.

1.04 Exchange of Common Stock; Paying Agent. The Paying Agent shall effect the exchange of cash for the shares of Common Stock that are outstanding as of immediately prior to the Effective Time and entitled to payment pursuant to Section 1.02 in accordance with the terms of the Paying Agent Agreement (as defined below). In connection with such exchange, by no later than five (5) Business Days prior to the Closing Date (unless such five (5) Business Day period is waived or shortened by the Securityholder Representative), in accordance with the Paying Agent Agreement, the Paying Agent shall provide each holder of Common Stock with a Letter of Transmittal, substantially in the form of Exhibit B attached hereto, with such changes as may be required by the Paying Agent and reasonably acceptable to the Parent and the Securityholder Representative (a "Letter of Transmittal"); provided that the Company, upon the request of the Parent or the Securityholder Representative, shall reasonably cooperate with the Parent, the Securityholder Representative and the Paying Agent to assist the Paying Agent in providing each holder of Common Stock with a Letter of Transmittal. Prior to the Closing Date, the Paying Agent, the Parent and the Securityholder Representative shall enter into a Paying Agent Agreement, substantially in the form of Exhibit C attached hereto, with such changes as may be required by the Paying Agent and reasonably acceptable to the Parent and the Securityholder Representative (the "Paying Agent Agreement"). Concurrently with the Effective Time, the Parent shall transfer to the Paying Agent via wire transfer of immediately available funds, cash in an amount equal to the Closing Payment Amount. The Paying Agent shall hold such funds and deliver them in accordance with the terms and conditions hereof and the terms and conditions of the Paying Agent Agreement. Each holder of Common Stock outstanding as of immediately prior to the Effective Time and entitled to payment pursuant to Section 1.02 shall deliver a duly executed and completed Letter of Transmittal and, after the Effective Time, the Paying Agent shall promptly deliver or cause to be delivered to such holder a wire transfer in an amount equal to the amount of cash to which such holder is entitled under Section 1.02 to the accounts designated by such holder in such holder's Letter of Transmittal, all pursuant to and in accordance with the terms of the Paying Agent Agreement. Except for interest that may be payable pursuant to the terms of the Escrow Agreement for any Securityholder, in no event shall any holder of Common Stock who delivers a Letter of Transmittal be entitled to receive interest on any of the funds to be received in the Merger. All fees and expenses of the Paying Agent shall be paid by the Parent. Any Common Stock held by a holder thereof that has delivered a Letter of Transmittal to the Company pursuant to this Section 1.04 shall not be transferable on the books of the Company without the Parent's prior written consent. At the Effective Time, the share transfer books of the Company shall be closed, and thereafter there shall be no further registration of transfers of Common Stock theretofore outstanding on the records of the Company. From and after the Effective Time, the holders of the

shares of Common Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect thereto except as otherwise provided in this Agreement or by Law. Any portion of the funds held by the Paying Agent pursuant to this Agreement that remains undistributed to the holders of Common Stock twelve (12) months after the Effective Time shall be delivered to the Surviving Company, upon demand, and any holder of Common Stock that has not previously complied with this Section 1.04 prior to the end of such twelve (12) month period shall thereafter look only to the Surviving Company for payment of its claim for the applicable portion of the Merger Consideration in respect of such Common Stock. Notwithstanding the foregoing, none of the Parent, the Surviving Company nor their Affiliates shall be liable to any holder of Common Stock for any amount paid to any public official pursuant to applicable abandoned property, escheat, or similar laws. Any amount remaining unclaimed by holders of Common Stock three (3) years after the date on which such funds were delivered to the Paying Agent for payment (or such earlier date, immediately prior to such time when the amounts would otherwise escheat to or become property of any Governmental Entity) shall become, to the extent permitted by applicable Law, the property of the Surviving Company free and clear of any claims or interest of any Person previously entitled thereto.

1.05 Securityholder Representative Amount. Concurrent with the Effective Time, the Parent shall deliver to the Securityholder Representative (on behalf of the Securityholders) $1,000,000, or such higher amount as the Securityholder Representative may designate in writing to the Company and the Parent at least three (3) Business Days prior to the Closing, by wire transfer of immediately available funds to the account(s) designated by the Securityholder Representative, for the purposes of paying directly, or reimbursing the Securityholder Representative for, any third party expenses pursuant to this Agreement and the agreements ancillary hereto including to satisfy potential future obligations of the Securityholder Representative and/or the Securityholders to the Securityholder Representative, including expenses of the Securityholder Representative arising from the defense or enforcement of claims pursuant to Sections 1.09 and 10.01 (in the aggregate, the "Representative Amount"). The Securityholders will not receive any interest or earnings on the Representative Amount and irrevocably transfer and assign to the Securityholder Representative any ownership right that they may otherwise have had in any such interest or earnings. The Securityholder Representative will not be liable for any loss of principal of the Representative Amount other than as a result of its gross negligence or willful misconduct. The Securityholder Representative will hold these funds separate from its corporate funds, will not use these funds for its operating expenses or any other corporate purposes and will not voluntarily make these funds available to its creditors in the event of bankruptcy. The Representative Amount shall be retained in whole or in part by the Securityholder Representative for such time as the Securityholder Representative shall determine in its sole discretion. If the Securityholder Representative shall determine in its sole discretion at any time to return all or any portion of the Representative Amount to the Securityholders, it shall deposit such amount with the Paying Agent, for the benefit of the Securityholders, which shall promptly distribute to each Securityholder its Pro Rata Share thereof; *provided* that to the extent a Securityholder is a holder of Vested Options, the Securityholder Representative may deposit with the Surviving Company any portion of such amount payable to such holder of Vested Options, and the Parent shall cause the Surviving Company, through the Surviving Company's payroll system, on the first normal payroll date of the Surviving Company following such deposit (and in any event within three (3) Business Days following such deposit), to distribute to each such holder the amount specified in instructions received from the Securityholder Representative and, in such circumstances, the amount deposited with the Paying Agent shall be reduced accordingly. For tax purposes, the Representative Amount

will be treated as having been received and voluntarily set aside by the Securityholders at the time of Closing.

1.06 Organizational Documents. At the Effective Time, by virtue of the Merger and without any action on the part of the Parent, the Merger Sub, the Company or the holders of any shares of capital stock of any of the foregoing, the articles of incorporation of the Surviving Company shall be amended and restated in their entirety in the form attached hereto as Exhibit D until thereafter amended, subject to Section 6.02, in accordance with the provisions thereof and the FBCA. At the Effective Time, the bylaws of the Surviving Company shall be amended and restated to be in the form attached hereto as Exhibit E, until thereafter amended, subject to Section 6.02, in accordance with the provisions thereof, the articles of incorporation of the Surviving Company and the FBCA.

1.07 Directors and Officers. From and after the Effective Time, until successors are duly elected, appointed or otherwise designated in accordance with applicable Law, the directors of the Merger Sub at the Effective Time shall be the directors of the Surviving Company, and the officers of the Company at the Effective Time shall be the officers of the Surviving Company, each such initial director and initial officer to hold office in accordance with the articles of incorporation and bylaws of the Surviving Company as in effect from and after the Effective Time.

1.08 Closing Calculations. Not less than two (2) Business Days (but no more than five (5) Business Days) prior to the Closing Date, the Company shall deliver to the Parent a statement setting forth (a) an estimated consolidated balance sheet of the Company as of the Reference Time (the "Estimated Closing Balance Sheet"), (b) a good faith calculation of the Company's estimate of Cash (the "Estimated Cash"), Indebtedness (the "Estimated Indebtedness"), Net Working Capital (the "Estimated Net Working Capital") and Transaction Expenses ("Estimated Transaction Expenses"), and (c) the Closing Merger Consideration, the Closing Payment Amount and the aggregate Closing Option Consideration (the "Estimated Closing Statement"). The Estimated Closing Statement and the determinations contained therein shall be prepared in accordance with this Agreement. After delivery of the Estimated Closing Statement until the Closing, the Parent and its accountants and other representatives shall be permitted reasonable access at reasonable times during normal business hours to review the Company's books and records related to the preparation of the Closing Statement. The Parent and its accountants and other representatives may make inquiries of the Company and the senior management employees of the Company responsible for the preparation of the Estimated Closing Statement regarding questions concerning or disagreements with the Estimated Closing Statement arising in the course of their review thereof, and the Company shall, and shall use its commercially reasonable efforts to cause such senior management employees to, cooperate with and respond to such inquiries.

1.09 Final Closing Balance Sheet Calculation. As promptly as possible, but in any event within sixty (60) days after the Closing Date, the Parent shall deliver to the Securityholder Representative (a) a consolidated balance sheet of the Company as of the Reference Time (the "Closing Balance Sheet"), (b) a statement showing the Cash, Indebtedness, Net Working Capital and Transaction Expenses and (c) the Final Closing Merger Consideration (the "Closing Statement"). The Closing Statement shall be prepared and Cash, Indebtedness, Net Working Capital and Transaction Expenses shall be determined in accordance with this Agreement. The Parties agree that the purpose of preparing the Closing Statement and determining Cash, Indebtedness, Net Working Capital and Transaction Expenses and the related purchase price

adjustment contemplated by this Section 1.09 is to measure the amount of Cash, Indebtedness, changes in Net Working Capital and Transaction Expenses and such processes are not intended to permit the introduction of different judgments, accounting methods, policies, principles, practices, procedures, classifications or estimation methodologies for the purpose of preparing the Closing Statement or determining Cash, Indebtedness, Net Working Capital or Transaction Expenses. After delivery of the Closing Statement, the Securityholder Representative and its accountants and other representatives shall be permitted reasonable access at reasonable times during normal business hours to review the Surviving Company's books and records related to the preparation of the Closing Statement. The Securityholder Representative and its accountants and other representatives may make inquiries of the Parent and the senior management employees of the Company responsible for the preparation of the Closing Statement regarding questions concerning or disagreements with the Closing Statement arising in the course of their review thereof, and the Parent shall, and shall use its commercially reasonable efforts to cause such senior management employees to, cooperate with and respond to such inquiries. If the Securityholder Representative has any objections to the Closing Statement, the Securityholder Representative shall deliver to the Parent a statement setting forth its objections thereto (an "Objections Statement"); *provided* that an Objections Statement may only include disagreements based on (x) the failure of the Cash, Indebtedness, Net Working Capital and Transaction Expenses or the Final Merger Consideration, in each case as reflected on the Closing Statement, to be calculated in accordance with this Agreement or (y) mathematical errors in the computation of the Cash, Indebtedness, Net Working Capital or Transaction Expenses or the Final Merger Consideration. If an Objections Statement is not delivered to the Parent within forty-five (45) days following the date of delivery of the Closing Statement, the Closing Statement shall be final, binding and non-appealable by the Parties. The Securityholder Representative and the Parent shall work in good faith to resolve any such objections set forth in the Objections Statement, and all such discussions related thereto shall (unless otherwise agreed by the Parent and the Securityholder Representative) be governed by Rule 408 of the Federal Rules of Evidence (as in effect as of the date of this Agreement), but if they do not reach a final resolution within fifteen (15) days after the delivery of the Objections Statement, either the Securityholder Representative or the Parent may submit any and all matters (and only such matters) which remain in dispute and which were included in the Objections Statement to the New York office of a nationally recognized independent accounting firm (other than a so-called "Big Four" accounting firm) reasonably acceptable to the Parent and the Securityholder Representative (the "Dispute Resolution Arbiter"). Any further submissions to the Dispute Resolution Arbiter must be written and delivered to each party to the dispute. The Dispute Resolution Arbiter shall consider only those items and amounts that are identified in the Objections Statement as being items which the Securityholder Representative and the Parent are unable to resolve. The Dispute Resolution Arbiter's determination shall be based solely on the definitions of Cash, Indebtedness, Net Working Capital and Transaction Expenses contained herein, the Accounting Principles and the provisions of this Agreement, including this Section 1.09. The Securityholder Representative and the Parent shall use their commercially reasonable efforts to cause the Dispute Resolution Arbiter to resolve all disagreements as soon as practicable. Further, the Dispute Resolution Arbiter's determination shall be based solely on the presentations by the Parent and the Securityholder Representative that are in accordance with the terms and procedures set forth in this Agreement (i.e., not on the basis of an independent review). The resolution of the dispute by the Dispute Resolution Arbiter shall be final and binding on and non-appealable by the Parties hereto (absent manifest error). The costs and expenses of the Dispute Resolution Arbiter shall be allocated between the Parent, on the one hand, and the Securityholder Representative (on behalf of the Securityholders), on the other hand, based upon the percentage that the portion of the

contested amount not awarded to each Party bears to the amount actually contested by such Party. For example, if the Securityholder Representative claims Net Working Capital is $1,000 greater than the amount determined by the Parent, and the Parent contests only $500 of the amount claimed by the Securityholder Representative, and if the Dispute Resolution Arbiter ultimately resolves the dispute by awarding the Securityholder Representative (for the benefit of the Securityholders) $300 of the $500 contested, then the costs and expenses of arbitration shall be allocated sixty percent (60%) (i.e., 300 ÷ 500) to the Parent and forty percent (40%) (i.e., 200 ÷ 500) to the Securityholder Representative (for the benefit of the Securityholders). In resolving each of the Objections Statement, the Dispute Resolution Arbiter will be authorized only to choose either the Securityholder Representative's position or Parent's position (as each position had been disclosed to the other in its respective Objections Statement, as amended in the manner provided below), but recognizing that the Dispute Resolution Arbiter may resolve the Objections Statements on an item-by-item basis so that it may choose the Securityholder Representative's position on some items and the Parent's position on other items.

1.10 Post-Closing Adjustment Payment.

(a) If the Final Merger Consideration is greater than the Closing Merger Consideration, (i) the Parent shall promptly (but in any event within two (2) Business Days following the final determination of the Final Merger Consideration) pay to (A) the Paying Agent (for distribution to the Common Stockholders) the Stockholder Percentage of the amount of such difference (less any fees and expenses) by wire transfer of immediately available funds to an account designated in writing by the Paying Agent to the Parent and (B) the Surviving Company (for distribution to the holders of the Vested Options) the Optionholder Percentage of the amount of such difference (less any fees and expenses) by wire transfer of immediately available funds to an account designated in writing by the Surviving Company and (ii) the Securityholder Representative and the Parent shall deliver joint written instructions to the Escrow Agent to cause the Escrow Agent to pay to (x) the Paying Agent the Stockholder Percentage of the funds in the Escrow Account (less any fees and expenses) for the benefit of the Common Stockholders, and the Paying Agent shall promptly distribute to each Common Stockholder its applicable portion thereof and (y) the Surviving Company (for distribution to the holders of the Vested Options) the Optionholder Percentage of the funds in the Escrow Account (less any fees and expenses).

(b) If the Final Merger Consideration is equal to or less than the Closing Merger Consideration, the Parent and the Securityholder Representative (on behalf of the Securityholders) shall promptly (but in any event within two (2) Business Days) deliver a joint written instruction to the Escrow Agent to pay to the Parent the absolute value of such difference, if any (the "Shortfall Amount"), by wire transfer of immediately available funds to one (1) or more accounts designated by the Parent. The Shortfall Amount shall be paid solely from the funds available in the Escrow Account. In the event that the funds available in the Escrow Account are in excess of the Shortfall Amount (such excess, the "Escrow Excess Amount"), the Securityholder Representative and the Parent shall simultaneously with the delivery of the instructions described in the first sentence of this Section 1.10(b), deliver joint written instructions to the Escrow Agent to pay to (i) the Paying Agent the Stockholder Percentage of the Escrow Excess Amount (less any fees and expenses) for the benefit of the Common Stockholders, and the Paying Agent shall promptly distribute to each Common Stockholder its applicable portion thereof and (ii) the Surviving Company (for

distribution to holders of the Vested Options) the Optionholder Percentage of the Escrow Excess Amount (less any fees and expenses). The Securityholders and the Securityholder Representative shall not have any liability for any amounts due pursuant to Section 1.09 or this Section 1.10 except to the extent of the funds available in the Escrow Account.

1.11 Escrow Account. Concurrent with the Effective Time, the Parent shall deliver the sum of $1,000,000 (such amount, the "Escrow Amount") in immediately available funds into a separate escrow account (the "Escrow Account"), such account to be established and maintained by the Escrow Agent pursuant to the terms and conditions of an escrow agreement substantially in the form of Exhibit F attached hereto, with such changes as may be required by the Escrow Agent and reasonably acceptable to the Parent and the Securityholder Representative, to be entered into on the Closing Date by the Parent, the Securityholder Representative and the Escrow Agent (the "Escrow Agreement"). The amount contained in the Escrow Account shall serve as a security for, and the sole and exclusive source of payment of, the Parent's rights pursuant to Section 1.10, if any. All fees, costs and expenses of the Escrow Agent shall be paid by the Parent.

1.12 Dissenting Shares. Notwithstanding anything in this Agreement to the contrary and to the extent available under Section 1302 of the FBCA, any share of Common Stock that is issued and outstanding immediately prior to the Effective Time and that is held by a Common Stockholder who did not consent to or vote (by a valid and enforceable proxy or otherwise) in favor of the approval of this Agreement, which Common Stockholder complies with all of the provisions of the FBCA relevant to the exercise and perfection of dissenters' rights (such share being a "Dissenting Share," and such Common Stockholder being a "Dissenting Stockholder"), shall not be converted into the right to receive the consideration to which the holder of such share would be entitled pursuant to Section 1.02 but rather shall be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Share pursuant to Section 1302 of the FBCA. If any Dissenting Stockholder fails to perfect such stockholder's dissenters' rights under the FBCA or effectively withdraws or otherwise loses such rights with respect to any Dissenting Shares, such Dissenting Shares shall thereupon automatically be converted into the right to receive the consideration referred to in Section 1.02, pursuant to the exchange procedures set forth in Section 1.04. Notwithstanding anything to the contrary contained in this Agreement, if the Merger is rescinded or abandoned, then the right of a stockholder to be paid the fair value of such holder's Dissenting Shares pursuant to Section 1302 of the FBCA shall cease. The Company shall give the Parent (a) prompt written notice of any demand for payment of the fair value of any shares of Common Stock or any attempted withdrawal of any such demand for payment and any other instrument served pursuant to the FBCA and received by the Company relating to any stockholder's dissenters' rights and (b) the opportunity to participate in all negotiations and proceedings with respect to any such demands for payment under the FBCA. The Company shall not voluntarily make any payment or enter into any settlement, or offer to make any payment or make any settlement offer, with respect to any demand for appraisal with respect to any Dissenting Shares without the prior written consent of the Parent.

1.13 Withholding. Notwithstanding any provision contained herein to the contrary, each of the Paying Agent, the Escrow Agent, the Surviving Company and the Parent shall be entitled to deduct and withhold from the consideration otherwise payable to any Person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of Tax Law. If the Paying Agent, the Escrow Agent, the Surviving Company or the Parent, as the case may be, so withholds amounts (and pays such

withheld amounts to the appropriate Governmental Entity), such amounts shall be treated for all purposes of this Agreement as having been paid to such Person in respect of which the Paying Agent, the Escrow Agent, the Surviving Company or the Parent, as the case may be, made such deduction, withholding and payment to the appropriate Governmental Entities. At least five (5) Business Days prior to the Closing or as soon as reasonably practicable prior to the Closing or in accordance with the Paying Agent Agreement or Escrow Agreement, as applicable, the Paying Agent, the Escrow Agent, the Surviving Company and the Parent (as applicable) shall (i) notify the Securityholders of any anticipated withholding (other than backup withholding or withholding of employment taxes), (ii) except with respect to the Paying Agent and Escrow Agent, consult with the Securityholders in good faith to determine whether such deduction and withholding is required under applicable Tax Law, and (iii) cooperate with the Securityholders in good faith to minimize the amount of any applicable withholding.

1.14 Reference Statement. Exhibit G sets forth an illustrative statement (the "Reference Statement") prepared in good faith by the Company in cooperation with the Parent setting forth the various line items used (or to be used) in, and illustrating as of the date set forth therein, the calculation of Cash, Indebtedness, Net Working Capital and Transaction Expenses prepared and calculated in accordance with this Agreement.

ARTICLE II

THE CLOSING

2.01 The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place (a) at the offices of Nelson Mullins Riley & Scarborough LLP located at 201 17th Street NW, Atlanta, Georgia 30363 at 10:00 a.m. local time on the later to occur of (i) the second Business Day following full satisfaction or (to the extent permitted by applicable law) waiver of all of the conditions set forth in Article VII hereof (other than those to be satisfied at the Closing itself, but subject to the satisfaction or waiver of such conditions), and (ii) the date specified by the Parent on not less than two (2) Business Days' notice to the Company (such specified date not to exceed the thirtieth (30th) day following the date of this Agreement) (such notice, a "Closing Date Notice"); provided, that (A) in the case of clause (ii) above, all of the conditions set forth in Article VII shall also have been satisfied as of the date of the Closing Date Notice or (to the extent permitted by applicable law) waived (other than those to be satisfied at the Closing itself, but subject to the satisfaction or waiver of such conditions), and (B) any Closing Date Notice may be withdrawn and a new Closing Date Notice may be delivered by the Parent with respect to a later Closing Date on no less than one (1) Business Days' notice to the Company (so long as such later Closing Date is still within thirty (30) days of the date of this Agreement), or (b) at such other place, date and/or time as is mutually agreed to in writing by the Parent and the Company. The date and time of the Closing are referred to herein as the "Closing Date."

2.02 The Closing Transactions. Subject to the terms and conditions set forth in this Agreement, the Parties shall consummate the following transactions at the Closing:

(a) the Company and the Merger Sub shall cause the Articles of Merger to be executed, acknowledged and filed with the Secretary of State of the State of Florida;

(b) in accordance with Section 1.04, the Parent shall deliver, or cause to be delivered, the Closing Payment Amount set forth in the Estimated Closing Statement to the Paying Agent, by wire transfer of immediately available funds to the account(s) designated in writing by the Paying Agent;

(c) in accordance with Section 1.03, the Parent shall deliver, or cause to be delivered, the Closing Option Consideration set forth in the Estimated Closing Statement to the Company, for the benefit of the holders of Vested Options by wire transfer of immediately available funds to the account designated in writing by the Company;

(d) in accordance with Section 1.05, the Parent shall deliver, or cause to be delivered, to the Securityholder Representative the Representative Amount, by wire transfer of immediately available funds to the account(s) designated in writing by the Securityholder Representative;

(e) the Parent shall deliver, or cause to be delivered, the Escrow Amount into the Escrow Account in accordance with Section 1.11;

(f) the Parent shall repay, or cause to be repaid, on behalf of the Company, all amounts necessary to discharge fully the then outstanding balance of all Indebtedness under the Credit Agreement, by wire transfer of immediately available funds to the account(s) designated by the holders of such Indebtedness, in each case, pursuant to and in accordance with the payoff letter received pursuant to Section 5.05;

(g) the Parent and the Company shall make such other deliveries as are required by Article VII and Section 5.05 hereof; and

(h) the Parent shall pay, or cause to be paid, on behalf of the Company, the Transaction Expenses set forth in final invoices with respect thereto as delivered by the Company at least two (2) Business Days prior to Closing by wire transfer of immediately available funds to the account(s) designated in such final invoices.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to the Parent as follows, except as set forth in the Disclosure Schedules:

3.01 Organization and Power. The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Florida, and the Company has all requisite corporate power and authority and all material Permits necessary to own and operate its properties and to carry on its businesses as now conducted and to enter into and carry out the transactions contemplated by this Agreement and each of the Ancillary Agreements to which the Company is party. The Company is qualified to do business in every jurisdiction in which its ownership of property or the conduct of business as now conducted requires it to qualify, except where the failure to be so qualified would not have a Material Adverse Effect. The copies of the Company's Organizational Documents made available to the Parent reflect all amendments and

modifications made thereto and are true, correct and complete. Schedule 3.01 lists all of the officers, directors and/or managers of the Company.

3.02 Subsidiaries. The Company has no Subsidiaries. Except as set forth on Schedule 3.02, the Company does not own or hold, and has never owned or held, any stock, partnership interest, joint venture interest or other equity ownership interest in any other Person or any right to acquire any of the foregoing.

3.03 Authorization; No Breach; Valid and Binding Agreement.

(a) The execution, delivery and performance by the Company of this Agreement and each Ancillary Agreement to which the Company is party and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite corporate action, and, subject to obtaining the Stockholder Approval, no other corporate proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement and each Ancillary Agreement to which the Company is party.

(b) Except as set forth on Schedule 3.03(b) and for (x) the filing of the Articles of Merger with the Secretary of State of the State of Florida, (y) the Stockholder Approval and (z) the filings under the HSR Act and any other Antitrust Law, the execution, delivery, performance and compliance by the Company with the terms and conditions of this Agreement and each Ancillary Agreement to which the Company is party and the consummation of the transactions contemplated hereby and thereby by the Company do not (i) violate, conflict with or result in any breach of, (ii) constitute a default under (whether with or without the passage of time, the giving of notice or both), (iii) result in the creation of any Lien upon, or the grant, assignment or transfer to any other Person of any license or other right or interest under, to or in, any Equity Securities of the Company or any of the Company's assets pursuant to, (iv) give any third party the right to modify, terminate or accelerate, or cause or result in any modification, termination or acceleration of, any obligation, or cause or result in any disclosure, license or making available of any material trade secrets of the Company under, or (v) create any right to payment or any other right pursuant to (A) the Organizational Documents of the Company, (B) any Material Contract (other than the Stockholders Agreement and Material Contracts constituting Indebtedness being terminated at or prior to the Closing) or Real Property Lease, or (C) any Law to which the Company is subject.

(c) Assuming that this Agreement is a valid and binding obligation of the other parties hereto, this Agreement and each Ancillary Agreement to which the Company is a party constitutes a valid and binding obligation of the Company, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

(d) Each of the Company and its Affiliates have terminated all discussions with third parties (other than the Parent and the Parent's Representatives) regarding any Acquisition Transaction and none of the Company or any of its Affiliates is party to any Contract regarding an Acquisition Transaction, other than confidentiality

agreements. None of the Company or any of its Affiliates has breached any exclusivity, no-shop or similar obligation to any third party in connection with the negotiation of the transactions contemplated hereby or any other Acquisition Transaction.

3.04 Capitalization.

(a) The authorized capital stock of the Company consists entirely of Fifty-Five Million (55,000,000) shares of common stock, par value $0.001 per share ("Common Stock"). On the date hereof, the issued and outstanding shares of capital stock of the Company consists entirely of 13,284,639 shares of Common Stock, which are held of record and, to the Company's knowledge, beneficially as set forth on Schedule 3.04(a), free and clear of all Liens (other than (i) Liens arising under the Securities Act or any relevant state securities Laws, (ii) Liens under the Stockholders Agreement (which will be released at Closing) and (iii) Liens created or incurred at the direction of the Parent).

(b) All the outstanding shares of capital stock of the Company have been duly and validly issued and are fully paid and non-assessable, and were issued in all material respects in accordance with the registration or qualification requirements of the Securities Act and any relevant state securities Laws or pursuant to valid exemptions therefrom.

(c) Except for the exercise or conversion rights that attach to the Options that are listed on Schedule 3.04(c), on the date hereof there are no shares of Common Stock or any other Equity Security of the Company issuable upon conversion or exchange of any issued and outstanding Equity Security of the Company nor are there any rights, options outstanding or other agreements to acquire shares of Common Stock or any other Equity Security of the Company nor is the Company subject to any obligation (contingent or otherwise) to purchase, repurchase, redeem or otherwise acquire any of its outstanding Equity Securities. Schedule 3.04(c) sets forth the name of each holder of an Option, the maximum number of shares of Common Stock that may be issued upon exercise of such holder's Option and the grant date, expiration date, exercise price and vesting schedule related to such Option. Except as set forth on Schedule 3.04(c) and for the Stockholders Agreement, there are no, and immediately following the Closing there shall not be any, statutory or contractual preemptive rights, co-sale rights, rights of first refusal or similar rights or restrictions with respect to any Equity Securities of the Company (other than those created or incurred at the direction of Parent).

(d) Except for the Stockholders Agreement, to the Company's knowledge, there are no agreements or understandings among the holders of Equity Securities of the Company or among any other persons with respect to the voting or transfer of the Company's Equity Securities or with respect to any other aspect of the Company's governance.

3.05 Financial Statements. Schedule 3.05 sets forth true, correct and complete copies of the following financial statements (collectively, the "Financial Statements"):

(a) the Company's unaudited consolidated balance sheet as of March 31, 2018 and the related statements of income, stockholders' equity and cash flows for the three (3) month period then ended;

(b) Company's unaudited consolidated balance sheet as of May 31, 2018 (the "Latest Balance Sheet Date") and the related statements of income, stockholders' equity and cash flows for the five (5) month period then ended; and

(c) the Company's audited consolidated balance sheets and statements of income, stockholders' equity and cash flows for the fiscal years ended December 31, 2016 and December 31, 2017.

Each of the Financial Statements (including the notes thereto, if any) has been prepared from and is consistent in all material respects with the books and records of the Company (which books and records are accurate and complete in all material respects), has been prepared in accordance with GAAP, consistently applied, and presents 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, subject in the case of the unaudited financial statements to (i) the absence of footnote disclosures and other presentation items and (ii) changes resulting from normal year-end adjustments. All Accounts Receivable of the Company that are reflected on the unaudited balance sheet as of the Latest Balance Sheet Date or in the accounting records of the Company as of the Reference Time represent as of the Latest Balance Sheet Date or as of the Reference Time (as applicable) valid receivables arising from sales actually made or services actually performed or to be performed in the ordinary course of business with unaffiliated third parties. No Account Receivable has been assigned or pledged to any other Person.

3.06 Absence of Certain Developments.

(a) Except as expressly contemplated by this Agreement or as set forth on Schedule 3.06(a), during the period from the Latest Balance Sheet Date through the date of this Agreement, the Company has not:

(i) suffered any damage, destruction or casualty loss in excess of $250,000 in the aggregate, whether or not covered by insurance; or

(ii) taken (or omitted to take) any action that would be required to be disclosed on Schedule 5.01 if such actions were to occur from the date hereof until the earlier of the termination of this Agreement and the Closing Date.

(b) Without limiting the generality of the foregoing, since the Latest Balance Sheet Date, the Company has not: (i) engaged in any promotional sales, discounts or price reductions outside of the ordinary course of business, (ii) altered in any material respect the extension of credit terms to any customer, reseller or distributor, (iii) shipped products to customers, resellers and distributors substantially in excess of historic levels, or (iv) requested (or took steps to effect) the acceleration of customer, reseller or distributor orders, or otherwise engaged in any activity, in each case outside of the ordinary course of business, that would reasonably be expected to (or is otherwise intended to) accelerate to earlier periods sales that otherwise would be expected to occur in subsequent periods.

(c) During the period from December 31, 2017 to the date of this Agreement, no Material Adverse Effect has occurred.

3.07 Real Property.

(a) The Company does not own any real property.

(b) Schedule 3.07(b) sets forth the address and contains a true and complete list of all leases, licenses, subleases and occupancy agreements, together with any amendments, extensions, renewals, guaranties and other agreements with respect thereto (the "Real Property Leases"), with respect to all real property leased, licensed, subleased or otherwise used or occupied by the Company as of the date hereof (the "Leased Real Property"). The Leased Real Property identified in Schedule 3.07(b) comprises all of the real property used or intended to be used in the business of the Company. The Real Property Leases are binding and enforceable on the Company and, to the knowledge of the Company, the other parties thereto, and are in full force and effect, and the Company holds a valid and existing leasehold interest under each such Real Property Lease, subject to proper authorization and execution of such lease by the other party and the application of any bankruptcy or creditor's rights Laws, and subject to Permitted Liens. The Company has delivered or made available to the Parent complete and accurate copies of each of the Real Property Leases, and none of such Real Property Leases have been modified as of the date hereof Neither the Company nor, to the Company's knowledge, any other party to the Real Property Lease is in breach or default in any material respect under any of the Real Property Leases and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a material breach or default, or permit the termination, modification or acceleration of rent under any of the Real Property Leases. The Company's possession and quiet enjoyment of the Leased Real Property has not been disturbed, and to the Company's knowledge, there are no disputes with respect to any Real Property Lease. The Company has not subleased, licensed or otherwise granted any Person the right to use or occupy the Leased Real Property or any portion thereof. The Company has not collaterally assigned or granted any other security interest in any Real Property Lease or any interest therein.

3.08 Tax Matters.

(a) Except as set forth on Schedule 3.08(a), the Company has timely filed (or has had timely filed) all Tax Returns that it was required to file (or to have filed), taking into account any valid extensions of time to file. All such Tax Returns are complete, correct and accurate in all material respects and have been prepared in material compliance with applicable Law. Except as set forth on Schedule 3.08(a), all Taxes of the Company (whether or not shown as owing by the Company on such Tax Returns) have been fully and timely paid or properly accrued in accordance with GAAP.

(b) There are no Liens for Taxes (other than Liens for Taxes not yet due and payable) upon the assets of the Company.

(c) The Company has not waived or agreed to extend any statute of limitations with respect to any Taxes (or any Tax assessment or deficiency) or agreed to or been granted any extension of time for the filing of any Tax Return that has not been filed.

(d) Except as set forth on Schedule 3.08(d), the Company is not and has not been the subject of an Action or examination with respect to Taxes (a "Tax Proceeding") and no such Tax Proceeding is pending. The Company has not received from any federal, state, local or non-U.S. Governmental Entity (including in jurisdictions where the Company does not file Tax Returns) any (i) notice indicating an intent to open an audit or other review with respect to Taxes, (ii) request for information related to Tax matters or (iii) notice of deficiency or proposed adjustment for any amount of Tax (or Tax attributes) proposed, asserted or assessed by any Governmental Entity.

(e) The Company has not ever been a member of an affiliated group, as defined in Code Section 1504, that has filed a consolidated return for federal income tax purposes (or any similar group under state, local or non-U.S. Law). The Company has no liability for Taxes of any Person, (i) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Law) or (ii) as a transferee, successor, by contract or otherwise. The Company is not a party to or bound by any Tax allocation, Tax sharing or similar agreement.

(f) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) beginning after the Closing Date as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date, (ii) "closing agreement" as described in Section 7121 of the Code (or any similar provision of state, local or non-U.S. law) executed on or prior to the Closing Date, (iii) intercompany transactions or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. law), (iv) any use of an improper method of accounting for a taxable period ending on or prior to the Closing Date, (v) installment sale or open transaction disposition made on or prior to the Closing Date, (vi) prepaid amount or advance payment received or deferred revenue accrued on or prior to the Closing Date (including pursuant to Revenue Procedure 2004-34 or Code Section 451(c) and the Treasury Regulations promulgated thereunder), or (vii) election under Section 108(i) of the Code.

(g) The Company has properly (A) collected and remitted sales and similar Taxes with respect to sales made to its customers and (B), for all sales that are exempt from sales and similar Taxes and that were made without charging or remitting sales or similar Taxes, received and retained any appropriate tax exemption certificates and other documentation qualifying such sale as exempt.

(h) To the Company's knowledge, the Company has not been a party to a "reportable transaction," as such term is defined in Treasury Regulations Section 1.6011-4(b)(2).

(i) 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.

(j) The unpaid Taxes of the Company (A) did not, as of the Latest Balance Sheet Date, exceed the reserve for Tax liability (rather than any reserve for deferred Taxes established to reflect the timing differences between book and Tax income) set forth on the face of the Financial Statements as of Latest Balance Sheet Date (rather than in any notes thereto) and (B) do not exceed that reserve as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Company in filing their Tax Returns. Since the Latest Balance Sheet Date, The Company has not incurred any liability for Taxes arising from extraordinary gains or losses, as that term is used in GAAP;

(k) All Taxes which the Company is obligated to withhold from amounts owing to any employee, creditor, equityholder, or third party have been fully and timely paid to the appropriate Governmental Entity.

(l) Since January 1, 2015, no claim has been made by any Tax authority in a jurisdiction where the Company has not filed a Tax Return that it is or may be subject to Tax by such jurisdiction.

(m) The Company has not distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(n) The Company is not subject to Tax in any jurisdiction other than the country in which it was incorporated or formed by virtue of (i) having a permanent establishment or other place of business in such jurisdiction or (ii) having a source of income in such jurisdiction.

(o) The Company is not required to (i) include any amount in income pursuant to Section 956 of the Code or (ii) pay any installment of any "net tax liability" pursuant to Code Section 956(h), in each case, in a taxable period beginning after the Closing Date (or portion of any such taxable period).

3.09 Contracts and Commitments.

(a) Schedule 3.09(a) sets forth a true, correct and complete list as of the date hereof of each of the following to which the Company is party or otherwise by which the Company is bound:

(i) agreement or indenture relating to the borrowing of money or other Indebtedness or to mortgaging, pledging or otherwise placing any Lien on any assets of the Company (including pursuant to any credit support or similar agreement) or any letter of credit arrangements or performance bond arrangements;

(ii) guaranty of any obligation for borrowed money or other Indebtedness or other guaranty;

(iii) lease or agreement under which it is lessee of, or holds or operates any personal property owned by any other party, for which the aggregate annual rental payments exceed $250,000 (excluding the Real Property Leases);

(iv) lease or agreement under which the Company is lessor of or permits any third party to hold or operate any property, real or personal, owned or controlled by the Company;

(v) Contract or group of related Contracts with the same party or group of related parties for the purchase of products or services that provides for annual payments by the Company in excess of $500,000 during the trailing twelve (12) month period ending on the date of this Agreement;

(vi) Contract or group of related Contracts with a customer that provides annual net revenues (based on the trailing twelve (12) month period ending on the date of this Agreement) to the Company in excess of $1,000,000;

(vii) Contract with any employee, director, officer, individual consultant or other service provider (A) that cannot be terminated without any liability to the Company on thirty (30) days' notice or less, (B) providing for employment or engagement on a full-time, part-time or consulting basis at annual compensation in excess of $150,000, (C) providing severance benefits, or (D) providing for any change in control, sale, transaction or retention bonus (other than as identified on Schedule 3.13(a));

(viii) collective bargaining agreement or other Contract with any labor union or other labor organization;

(ix) settlement, conciliation or similar Contract with any Governmental Entity or pursuant to which the Company will have any monetary obligation in excess of $100,000 or any material non-monetary obligations after the date of this Agreement;

(x) Contract (i) relating to the licensing of Intellectual Property to the Company for use in the Software sold or distributed as part of the Company's business as currently conducted (excluding licenses for commercial off the shelf Software that are generally available on nondiscriminatory pricing terms with an aggregate license fee of less than $100,000 per annum); (ii) relating to the out-bound licensing of Intellectual Property by the Company (excluding non-exclusive licenses granted by the Company to its customers in the ordinary course of business and Contracts in which any licenses to Intellectual Property granted in such contract are non-exclusive licenses that are merely incidental to the transaction contemplated in such contract); or (iii) that are titled "Joint Development" "Co-Development" or that are otherwise titled in a way that indicates the joint development of Intellectual Property between the Company and another Person;

(xi) pension, profit sharing, retirement, bonus, incentive, option, phantom stock, employee stock purchase or other plan or arrangement providing for deferred compensation to employees or any other benefit plan, policy, program, contract, agreement, arrangement or practice, whether formal or informal (other than as identified on Schedule 3.13(a));

(xii) Contract under which the Company has advanced or loaned monies to any other Person or otherwise agreed to advance, loan or invest any funds (other than advances to the Company's employees in the ordinary course of business);

(xiii) Contract or group of related Contracts with any Key Customer or Key Supplier;

(xiv) Contract relating to any direct or indirect purchase or other acquisition (whether by loan, contribution of capital, exchange or otherwise) by the Company of any notes, obligations, instruments, units, securities or other ownership interests (including partnership interests and joint venture interests) of any other Person;

(xv) Contract under which the Company has granted any Person any registration rights (including demand or piggyback registration rights), other than the Stockholders Agreement; or

(xvi) Contract prohibiting the Company from freely engaging in any business or competing anywhere in the world or containing any requirement, supply or exclusivity provision or any "most favored nation", "most favored pricing" or similar clause.

(b) Except as noted on Schedule 3.09(b), the Parent either has been supplied with, or has been given access to, a true and correct copy of all written Contracts (or an accurate description of the material terms of all oral Contracts) that are referred to (or are required to be referred to) on Schedule 3.09(a), together with all amendments, extensions and other binding supplements thereto (collectively, the "Material Contracts"). Each Material Contract is in full force and effect and is valid, binding and enforceable against the Company and, to the Company's knowledge, against the other parties thereto, in accordance with their respective terms, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

(c) (i) The Company has not, and has not received any written (or, to the knowledge of the Company, oral) claim that the Company has, materially violated or breached, or committed any material default under, any Material Contract that is continuing; (ii) to the knowledge of the Company, no other Person has materially violated or breached, or committed any material default under, any Material Contract that is continuing; and (iii) no event has occurred that (with the passage of time or the giving of notice or both) through the Company's actions or inactions would result in a material violation or breach of any of the provisions of, or permit the termination, modification or acceleration of any material obligation under, any Material Contract. The Company has no present expectation or intention of not fully performing on a timely basis all material obligations required to be performed by the Company under any Material Contract.

3.10 Intellectual Property.

(a) All patents, registrations and applications pertaining to Intellectual Property owned by or filed in the name of the Company as of the date hereof are set forth on Schedule 3.10 (the "Company Registered IP"). The Company is the sole and exclusive

owner of all Company Registered IP free and clear of any Liens other than Permitted Liens, and each item of Company Registered IP is subsisting, valid and, to the knowledge of the Company, enforceable. The Company owns or has sufficient rights to use all Intellectual Property in the manner used in the Company's business, free and clear of any Liens other than Permitted Liens. All Intellectual Property used in the conduct of the Company's business as currently conducted shall be owned or available for use by the Company immediately after Closing on terms and conditions identical to those under which the Company owned or used such Intellectual Property immediately prior to the Closing.

(b) There are no claims or proceedings pending or threatened in writing against the Company with respect to the infringement, misappropriate, dilution, or other violation of any Person's Intellectual Property. During the three (3) year period prior to the date of this Agreement, the Company has not received any written notices of infringement, misappropriation, dilution, or other violation of any third party Intellectual Property. The conduct of the Company's business as currently conducted does not infringe, misappropriate, dilute, or otherwise violate, and has not in the past three (3) years infringed, misappropriated, diluted, or otherwise violated, the Intellectual Property of any other Person. The Company takes commercially reasonable steps to maintain the confidentiality of its material trade secrets.

(c) To the knowledge of the Company, no Person is, infringing, misappropriating, diluting or otherwise violating, and during the past three (3) years no Person has infringed, misappropriated, diluted, or otherwise violated, any Intellectual Property owned by the Company.

(d) The Company has taken steps reasonable under the circumstances to maintain and protect all of its material Intellectual Property. Each current and former employee, consultant, and independent contractor of the Company that has contributed to the creation of any Intellectual Property purportedly owned by the Company has entered into a valid and enforceable written agreement assigning to the Company all Intellectual Property created by such Person within the scope of such Person's duties to the Company. Each current and former employee, consultant and independent contractor of the Company has entered into a valid and enforceable written agreement prohibiting such Person from using or disclosing trade secrets or confidential information of the Company. To the knowledge of Company, no current or former employee, consultant, or independent contractor of the Company is in violation of such agreements.

(e) With respect to data collection, use, privacy, protection, and security, the Company has complied in all material respects with all applicable Laws, all industry standards (including the Payment Card Industry Data Security Standard) or requirements applicable to the conduct of the Company's business, and all of the Company's internal or customer-facing policies. In the last three (3) years, the Company has not experienced any incident in which confidential or sensitive information, payment card data, personally identifiable information, or other protected information relating to individuals was stolen or improperly accessed, including any breach of security and the Company has not received any written notices or complaints from any Person with respect thereto.

(f) The Company uses commercially reasonable efforts to protect the confidentiality, integrity and security of the Computer Systems used in the Company's business from any unauthorized use, access, interruption, or modification. Such Computer Systems (i) are sufficient for the current needs of the Company, including as to capacity, scalability and ability to process current and anticipated peak volumes in a timely manner, and (ii) include a sufficient number of license seats for all Software as necessary for the operation of the Company's business as currently conducted. In the last three (3) years, there have been no failures, breakdowns or continued substandard performance affecting any such Computer Systems that have caused any substantial disruption of or interruption in or to the use of such Computer Systems. The Company maintains commercially reasonable disaster recovery and business continuity plans, procedures and facilities in connection with the operation of its business, and has tested such plans and procedures on a periodic basis.

(g) None of the Software owned by the Company is subject to any "open source", "copyleft" or analogous license (including any license approved by the Open Source Initiative and listed at http://www.opensource.org/licenses, GPL, AGPL or other open source software license) in a manner or relation that has or would require any public distribution of any such Software, create obligations for the Company or any other Person to grant, or purport to grant, to any third party any rights or immunities under any Intellectual Property owned by the Company (including any patent non-asserts or patent licenses), or impose any present economic limitations on the Company's commercial exploitation thereof.

(h) Except as set forth on Schedule 3.10(h), no Software source code owned by the Company has been disclosed, released, made available, or delivered (and no Person has agreed to disclose, release, or deliver such source code under any circumstance) to any third party, and no Person other than the Company is in possession of such source code or has been granted any license or other right with respect therein or thereto. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) will, or would reasonably be expected to, result in a requirement that any Software source code owned by the Company be disclosed, licensed, released, made available, or delivered to any third party.

3.11 Litigation. Except as set forth on Schedule 3.11, there is no, and in the past three (3) years there has not been any, action, suit, arbitration, litigation, claim, grievance, complaint, mediation, charge, investigation (to the extent known to the Company), audit or proceeding (whether federal, state, local or foreign) ("Action") pending, at Law or in equity, or before or by any Governmental Entity, or threatened in writing (or, to the Company's knowledge, otherwise) against the Company or its properties, assets or business. The Company is not, and in the past three (3) years has not been, subject to any settlement, stipulation, order, writ, judgment, injunction, decree, ruling, decision, verdict, sentence, adverse determination or award of any court or of any Governmental Entity ("Order").

3.12 Governmental Consents, etc. Except for (i) the applicable requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act") and any other Antitrust Law and (ii) the filing of the Articles of Merger with the Secretary of State of the State of Florida, the Company is not required to submit any notice, report or other filing with any Governmental Entity in connection with the execution, delivery or performance by it of this Agreement or each Ancillary Agreement to which the Company is party or the consummation of the transactions contemplated

hereby or thereby. Except with respect to the expiration or termination of the waiting period under the HSR Act and any other Antitrust Law, no material consent, approval or authorization of any Governmental Entity is required to be obtained by the Company in connection with its execution, delivery or performance of this Agreement and each Ancillary Agreement to which the Company is party or the consummation by the Company of any transaction contemplated hereby or thereby.

3.13 Employee Benefit Plans.

(a) Schedule 3.13(a) sets forth each Company Employee Benefit Plan. True and complete copies of all Company Employee Benefit Plans have been provided or made available to the Parent or its representatives prior to the date hereof. The Company Employee Benefit Plans have been established, maintained, funded and administered in compliance with their terms and with the requirements of ERISA, the Code and all other applicable Law, in all material respects, and the Company is not subject (either directly or indirectly) to any material Tax, fine, lien, penalty or other material liability imposed by ERISA, the Code or other applicable Law (including Sections 4980B, 4980H and 4980D of the Code) with respect to a Company Employee Benefit Plan.

(b) Each Company Employee Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination letter or can rely on an opinion letter as to its qualification and, to the knowledge of the Company, nothing has occurred, whether by action or failure to act, that could reasonably be expected to adversely affect such qualification. No Company Employee Benefit Plan is or was subject to Section 302 or Title IV of ERISA or Section 412 of the Code, and neither the Company nor any ERISA Affiliate has or could reasonably expect to have any liability with respect to any defined benefit pension or similar plan or such Sections or Title of ERISA or the Code. The Company and its ERISA Affiliates do not contribute nor are any of them required to contribute to a multiemployer plan within the meaning of Section 3(37) of ERISA, and neither the Company nor any ERISA Affiliate has at any time in the past six (6) years sponsored, contributed to, or been required to contribute to any such plan. Except as set forth on Schedule 3.13(b), none of the Company Employee Benefit Plans promises or provides post-termination medical or other post-termination welfare benefits to any person, except as required by Section 4980B of the Code or similar state Law for which the covered individual pays the full premium cost.

(c) Except as set forth on Schedule 3.13(c), neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby could, alone or together with any other event, directly or indirectly: (i) result in or cause the accelerated vesting, funding or delivery of, or increase the amount of, any payment or benefit under any Company Employee Benefit Plan (ii) result in any severance or other payment (whether in cash, property or vesting of property) becoming due to any current or former employee, director, officer or independent contractor of the Company or any of its Subsidiaries, (iii) release (in whole or in part) any employee, director or officer from any obligation, or (iv) result in the payment of any amount, individually or in the aggregate, that could constitute an "excess parachute payment" (as such term is defined in Section 280G(b)(1) of the Code).

(d) Each Company Employee Benefit Plan subject to Section 409A of the Code (if any) is in compliance in all respects therewith, such that no Taxes or interest will be due and owing in respect of such Company Plan failing to be in compliance therewith. Neither the Company nor its Subsidiaries has any obligation to "gross up" or otherwise indemnify any individual for any Tax, including under Sections 409A and 4999 of the Code.

(e) With respect to each Company Employee Benefit Plan, all contributions or payments (including all employer contributions, employee salary reduction contributions and premium or benefit payments) that are due have been made or paid, and all such contributions or payments that are not yet due have been made, paid or properly accrued. No Company Employee Benefit Plan has any material unfunded liabilities. There have been no non-exempt "prohibited transactions" (as defined in Section 406 of ERISA or Section 4975 of the Code) or breaches of duty by a "fiduciary" (as defined in Section 3(21) of ERISA) that, in either case, could result (directly or indirectly) in material liability or obligation to the Company. No Action (other than routine claims for benefits) with respect to any Company Employee Benefit Plan is pending or, to the Company's knowledge, threatened, and the Company has no knowledge of any facts that could reasonably be expected to give rise to any such action, audit, investigation, suit, proceeding, hearing or claim.

3.14 Insurance. Schedule 3.14 lists each insurance policy maintained by the Company as of the date hereof. All of the insurance policies of the Company are and, as of immediately following the Closing, shall be binding and enforceable and in full force and effect, and the Company is not in breach or in default with respect to its obligations under any of such insurance policies. The Company has never been denied insurance coverage. Except as set forth on Schedule 3.14, the Company does not have any self-insurance programs or co-insurance programs.

3.15 Compliance with Laws.

(a) The Company is, and for the past three (3) years has been, in compliance in all material respects with all applicable Laws, and no written notices have been received by and, to the Company's knowledge, no oral notices have been received by, the Company from a Governmental Entity or any other Person alleging any material non-compliance with any applicable Law.

(b) The Company possesses all right, title and interest in and to each of its material Permits required to conduct the business of the Company, and no written notices from any Governmental Entity have been received by and, to the Company's knowledge, no oral notices from any Governmental Entity have been received by, the Company alleging the failure to hold any of the foregoing. Each of the material Permits is in full force and effect and the Company is in compliance with each material Permit. There is no Action or Order currently pending, or to the knowledge of the Company, threatened in writing against the Company with respect to any Permit.

3.16 Environmental Matters.

(a) The Company is and for the past three (3) years has been in compliance in all material respects with all applicable Environmental Laws (which

compliance includes and has included possession of all Permits and other governmental authorizations required under applicable Environmental Laws, and material compliance with the terms and conditions thereof).

(b) The Company has not received, within the past three (3) years (or earlier if unresolved), any written notice from a Governmental Entity or any other Person alleging or regarding an alleged violation of or Liability under any Environmental Law.

(c) Neither the Company nor any other Person to the extent giving rise to a Liability of the Company has treated, stored, disposed of, transported, handled, exposed any Person to, placed, stored, buried, or Released any Hazardous Substances (including any produced by, or resulting from, the Company's operations), or owned or operated any real property or facility contaminated by Hazardous Substances, except in the ordinary course of business and in accordance with applicable Environmental Laws, and except as has not given and would not give rise to a material Liability of the Company under any Environmental Law.

(d) The Company has delivered or otherwise made available for inspection to the Parent complete and correct copies of all studies, audits, assessments, memoranda and investigations pertaining to Hazardous Substances at the Leased Real Property or any property or facility formerly leased, owned, or operated by the Company, or regarding the Company's compliance with or Liability under applicable Environmental Laws, that are in the possession or control of the Company.

3.17 Affiliated Transactions. Except for the Stockholders Agreement or as set forth on Schedule 3.17, no officer, member of the board of directors, equityholder or Affiliate of the Company or, to the knowledge of the Company, any individual related by blood, marriage or adoption to any such individual or entity in which any such Person owns any beneficial interest, is a party to any Contract or transaction with the Company (other than any employment Contracts).

3.18 Employees.

(a) The Company is, and for the past three (3) years has been, in compliance in all material respects with all applicable Laws and Contracts relating to employment and labor, including provisions thereof relating to employment practices, wages, hours, collective bargaining, sexual harassment, paid time off, immigration, employee layoffs and reductions in force, unemployment insurance, worker's compensation, occupational health and safety, equal employment opportunity, age and disability discrimination, the termination of employment and severance pay, and the payment of social security and other employment-related Taxes.

(b) The Company is not a party to or bound by any collective bargaining agreement or other Contract or bargaining relationship with any union, labor organization or other employee representative, nor is any such Contract presently being negotiated, nor, to the knowledge of the Company, are there any campaigns being conducted or threatened to solicit cards from employees of the Company to authorize representation by any labor organization or any other union organizing activities pending or threatened and no such campaigns or organizing activities have occurred in the past three (3) years. There are no

pending or, to the knowledge of the Company, threatened strikes, walkouts, lockouts, slowdowns, picketing, grievances, unfair labor practice charges or complaints or other material labor disputes against or affecting the Company, and no such labor disputes have occurred in the past three (3) years.

(c) To the knowledge of the Company, no employee or independent contractor of the Company is subject to any non-compete, nondisclosure, confidentiality, employment, restrictive covenant, consulting or similar Contract relating to, affecting or in conflict with the business of the Company or with respect to such employee's or independent contractor's right to be employed or engaged by the Company.

(d) Except as could not result in material liability, (i) the Company has fully and timely paid all wages, salaries, wage premiums, commissions, bonuses, expense reimbursements, severance and other compensation that has come due and payable to its current and former employees and other services providers under applicable Law, Contract, or Company policy, and (ii) each individual who has provided services to the Company within the past three (3) years and who was and/or is classified and treated as an independent contractor or other non-employee service provider was and is properly classified and treated as such for purposes of all applicable Laws.

(e) In the past three (3) years, the Company has not implemented any employee layoffs that did or could give rise to notice or other obligations under the WARN Act, and no such layoffs are currently planned, contemplated or announced.

3.19 Trade Controls; Anti-Corruption.

(a) Neither the Company, nor any of its respective officers, directors, or employees, nor, to the knowledge of the Company, any agent or other third party representative acting on behalf of the Company, is currently, or has been in the last five years: (i) a Sanctioned Person; (ii) organized, resident, or located in a Sanctioned Country; (iii) engaging in any dealings or transactions with any Sanctioned Person or in any Sanctioned Country, to the extent such activities violate applicable Sanctions Laws or Ex-Im Laws; (iv) engaging in any export, reexport, transfer or provision of any goods, software, technology, data or service without, or exceeding the scope of, any required or applicable licenses or authorizations under all applicable Ex-Im Laws; or (v) otherwise in violation of applicable Sanctions Laws, Ex-Im Laws, or U.S. anti-boycott Laws (collectively, "Trade Control Laws").

(b) Neither the Company, nor any of its respective officers, directors, or employees, nor, to the knowledge of the Company, any agent or other third party representative acting on behalf of the Company, has: at any time made any unlawful payment or given, offered, promised, or authorized or agreed to give, any money or thing of value, directly or indirectly, to any Government Official or other Person in violation of any U.S. or applicable non-U.S. Laws relating to the prevention of corruption and bribery (collectively, "Anti-Corruption Laws"), including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, as amended; or has otherwise been in violation of any Anti-Corruption Laws.

(c) Since January 1, 2013, the Company has not, in each case concerning any actual or potential violation or wrongdoing related to any Trade Control Laws or Anti-Corruption Laws: received from any Governmental Entity or any other Person any written (or, to the knowledge of the Company, oral) notice, inquiry, or internal or external allegation; made any voluntary or involuntary disclosure to a Governmental Entity; or conducted any internal investigation or audit.

3.20 Brokerage. No Person is entitled to any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any agreement, arrangement or understanding made by or on behalf of the Company or to which the Company, the Parent or the Surviving Company is or would be bound.

3.21 Vote Required. The Stockholder Approval is the only vote of any class or series of Equity Securities of the Company required to approve this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby, including the Merger.

3.22 Bank Accounts. Set forth on Schedule 3.22 is a complete and correct list of each bank or financial institution in which the Company has an account, safe deposit box or lockbox, or maintains a banking, custodial, trading or similar relationship, the number of each such account or box, and the names of all persons authorized to draw thereon or having signatory power or access thereto.

3.23 Absence of Undisclosed Liabilities. Except as set forth on Schedule 3.23, the Company does not have any material Liabilities arising out of transactions entered into, or any event, action or inaction, or any state of facts or circumstances, other than: (a) Liabilities to the extent set forth or reflected on the unaudited balance sheet as of the Latest Balance Sheet Date or disclosed in the notes thereto or in the notes to the other financial statements that are the subject of or disclosed in the notes thereto, (b) Liabilities that have arisen after the date of the Latest Balance Sheet Date in the ordinary course of business (none of which is a liability resulting from noncompliance with any applicable Laws or Permits, breach of contract, breach of warranty, tort, infringement, misappropriation, dilution, claim or lawsuit), (c) Liabilities to the extent included or to be included in the calculation of Indebtedness, Net Working Capital or Transaction Expenses, (d) Liabilities expressly disclosed in the Disclosure Schedules, and (e) other Liabilities that would not, individually or in the aggregate, reasonably be expected to exceed $1,000,000.

3.24 Assets.

(a) Except as set forth on Schedule 3.24(a), the Company has good and valid title to, a valid leasehold interest in or a valid license to use the properties and assets, whether tangible or intangible, used or held for use by it and shown on the Financial Statements dated as of the Latest Balance Sheet Date or acquired thereafter (the "Assets"), free and clear of all Liens, except for properties and assets disposed of in the ordinary course of business since the Latest Balance Sheet Date and Permitted Liens.

(b) Except as set forth on Schedule 3.24(b), all tangible Assets are in good condition and repair (ordinary wear and tear excepted) in all material respects and are fit for use in the ordinary course of business. All such assets have been installed and maintained in all material respects in accordance with all applicable Laws.

(c) Except as set forth on Schedule 3.24(c), and except with regard to those Assets that constitute Intellectual Property which are subject to Section 3.10, the Assets constitute all of the assets, properties and rights, whether tangible or intangible, necessary for the conduct of the Company Entities' business as currently conducted.

3.25 Customers and Suppliers.

(a) Schedule 3.25(a) lists the thirty (30) largest customers as measured based on revenue for the fiscal year ended December 31, 2017 and the five months ended May 31, 2018 (the "Key Customers"), and sets forth opposite the name of each such Key Customer the amount of revenue for the fiscal year ended December 31, 2017 and the five months ended May 31, 2018. In the last twelve (12) months, no Key Customer has materially reduced or changed the terms of its business with the Company and the Company has not received any written or, to the knowledge of the Company, oral notice from any Key Customer of any termination or material reduction in such Key Customer's relationship with the Company or that such Key Customer intends to terminate, materially reduce or materially alter (in a manner adverse to the Company) its relationship with the Company.

(b) Schedule 3.25(b) lists the twenty (20) largest vendors, licensors, service providers and other suppliers (the "Key Suppliers") of the Company (measured by aggregate spend) for the fiscal years ended December 31, 2017 and the five months ended May 31, 2018 and sets forth opposite the name of each such supplier the amount of expenses attributable to (whether directly or through) such supplier. To the knowledge of the Company, there are no suppliers of materials, products, Intellectual Property or services to the Company that are material to the operations of the Company with respect to which practical alternative sources of supply are not generally available on comparable terms (including price) and conditions in the marketplace. In the last twelve (12) months, no Key Supplier has materially reduced or changed the terms of its business with the Company and the Company has not received written or, to the knowledge of the Company, oral notice from any Key Supplier of any termination or material reduction in such Key Supplier's relationship with the Company or that such Key Supplier intends to terminate, materially reduce or materially alter (in a manner adverse to the Company, including any material increase to pricing terms) its relationship with the Company.

3.26 Product and Service Warranties. The Company has obtained all required product registrations and other certifications required for the production, distribution and sale of the Company Software products in the jurisdictions in which the Company produces, distributes or sells, or causes the production, distribution or sale, thereof. Each Company Software product has been produced, distributed and sold in compliance in all material respects with applicable Laws and contractual commitments and warranties.

3.27 No Other Representations or Warranties. Notwithstanding any provision of this Agreement to the contrary, except for the representations and warranties expressly made by the Company in this Article III or in the certificate delivered pursuant to Section 7.01(i)(i), neither the Company nor any Affiliate thereof nor any other Person makes any representation or warranty with respect to the Company or any other Person or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to the Parent, the Merger Sub or any of their respective Affiliates or representatives of

any documentation, forecasts, projections or other information with respect to any one or more of the foregoing. Except for the representations and warranties expressly made by the Company in this Article III or in the certificate delivered pursuant to Section 7.01(i)(i), all other representations and warranties, whether express or implied, are expressly disclaimed by the Company.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE PARENT AND THE MERGER SUB

The Parent and the Merger Sub, jointly and severally, represent and warrant to the Company as follows:

4.01 Organization and Power. The Parent is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, with full corporate power and authority to enter into this Agreement and each Ancillary Agreement to which the Parent is party and perform its obligations hereunder and thereunder. The Merger Sub is a corporation duly organized, validly existing and in good standing under the Laws of the State of Florida, with full corporate power and authority to enter into this Agreement and each Ancillary Agreement to which the Merger Sub is party and perform its obligations hereunder and thereunder. There is no pending, or to the knowledge of the Parent, threatened, action for the dissolution, liquidation or insolvency of either the Parent or the Merger Sub.

4.02 Authorization. The execution, delivery and performance by the Parent and the Merger Sub of this Agreement and each Ancillary Agreement to which the Parent or the Merger Sub, as applicable, is party, and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite corporate action, and no other proceedings on their part are necessary to authorize the execution, delivery or performance of this Agreement and each Ancillary Agreement to which the Parent or the Merger Sub, as applicable, is party. This Agreement has been duly executed and delivered by the Parent and the Merger Sub and, assuming that this Agreement is a valid and binding obligation of the Company, this Agreement constitutes a valid and binding obligation of the Parent and the Merger Sub, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

4.03 No Violation. Subject to (i) the filing of the Articles of Merger with the Secretary of State of the State of Florida and (ii) the filings under the HSR Act and any other applicable Antitrust Law, neither the Parent nor the Merger Sub is subject to or obligated under its certificate or articles of incorporation, its bylaws (or similar organizational documents), any applicable Law, or any material Contract, or any Permit, or subject to any Order, which would be breached or violated in any material respect by the Parent's or the Merger Sub's execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

4.04 Governmental Consents, etc. Except for (i) the applicable requirements of the HSR Act and any other Antitrust Law and (ii) the filing of the Articles of Merger with the Secretary of State of the State of Florida, neither the Parent nor the Merger Sub is required to submit any notice, report or other filing with any Governmental Entity in connection with the execution, delivery or

performance by it of this Agreement or each Ancillary Agreement to which the Parent or the Merger Sub is party or the consummation of the transactions contemplated hereby and thereby. Except with respect to the expiration or termination of the waiting period under the HSR Act and any other Antitrust Law, no consent, approval or authorization of any Governmental Entity or other Person is required to be obtained by the Parent or the Merger Sub in connection with its execution, delivery and performance of this Agreement and each Ancillary Agreement to which the Parent or the Merger Sub, as applicable, is party or the consummation of the transactions contemplated hereby or thereby.

4.05 Litigation. As of the date hereof, there is no Action pending or, to the Parent's knowledge, threatened, against the Parent or the Merger Sub at Law or in equity, or before or by any Governmental Entity, which would have a Parent Material Adverse Effect. The Parent and/or the Merger Sub are not subject to any outstanding Order.

4.06 Brokerage. No Person is entitled to any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any agreement made by or on behalf of the Parent or the Merger Sub or any of their respective Affiliates.

4.07 Financing.

(a) The Parent has delivered to the Company true, correct, and complete copies of (i) an executed commitment letter among Summit Partners Growth Equity Fund IX-A, L.P., Summit Partners Growth Equity Fund IX-B, L.P., the Parent and the Company, dated as of the date hereof (together with all annexes, schedules and exhibits (in each case, if any) thereto, the "Equity Commitment Letter", and the commitment thereunder, the "Equity Financing Commitment") to provide, subject to the terms and conditions therein, cash in the aggregate amount set forth therein (the "Equity Financing"), and (ii) executed commitment letters among Antares Capital LP, Antares Holdings LP and the Parent, dated as of the date hereof (together with all annexes, schedules and exhibits (in each case, if any) thereto, the "Debt Commitment Letters" and, together with the Equity Commitment Letter, the "Commitment Letters", and the commitments under the Debt Commitment Letter, the "Debt Financing Commitments" and, together with the Equity Financing Commitments, the "Financing Commitments"), pursuant to which, and subject to the terms and conditions of which, the lenders and other Persons party thereto have committed to lend the amounts set forth therein to the Parent for the purpose, among others, of financing the transactions contemplated by this Agreement and related fees and expenses to be incurred by the Parent and the Merger Sub in connection therewith and for the other purposes set forth therein (the "Debt Financing" and, together with the Equity Financing, collectively referred to as the "Financing"). The Parent has also delivered to the Company a true, correct, and complete copy of any fee letter, including with respect to original issue discount, fees, market flex and related arrangements in connection with the Debt Commitment Letters (it being understood that any such fee letter provided to the Company may be redacted to omit the numerical amounts or economic terms provided therein or any customarily redacted provisions thereof) (any such fee letter, the "Fee Letter"). Assuming the satisfaction of the conditions set forth in Section 7.01 and in the Equity Commitment Letter, the Financing is in amounts sufficient to enable the Parent to perform its obligations under this Agreement and to consummate the transactions contemplated hereby. As of the date of this Agreement, the Commitment Letters

attached hereto as Exhibit I, including the Financing Commitments thereunder, and the Fee Letter are in full force and effect and constitute valid, binding and enforceable obligations of the Parent and, to the knowledge of the Parent, the other parties thereto, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies. As of the date of this Agreement, the Commitment Letters attached hereto as Exhibit I, including the Financing Commitments thereunder, and the Fee Letter have not been withdrawn, terminated, amended, restated, replaced, supplemented or otherwise modified or waived and no such withdrawal, termination, amendment, restatement, replacement, supplement, modification or waiver is contemplated. The Equity Commitment Letter provides, and will continue to provide, that the Company is a third-party beneficiary thereof and is entitled to enforce such agreement. Except for the Commitment Letters and the Fee Letter, there are no side letters or other agreements, arrangements, contracts or understandings relating to any Commitment Letter that could affect the availability of the Financing, and the Parent does not know of any facts or circumstances that may be expected to result in any of the conditions set forth in any Commitment Letters not being satisfied, or the Financing not being available to the Parent, on the Closing Date. No event has occurred that, with or without notice, lapse of time or both, would, or would reasonably be expected to, constitute a material default or breach on the part of the Parent, or by any other party thereto, under any term or condition of any Commitment Letter, and the Parent has no reason to believe that it will be unable to satisfy on a timely basis any term or condition of closing to be satisfied by it contained in the Commitment Letters and any related Fee Letter. The Parent has fully paid any and all commitment and other fees in connection with the Financing Commitments that are due as of the date of this Agreement. Except as expressly set forth in the Commitment Letters, there are no conditions precedent related to the funding of the full amount of the Financing. As of the date of this Agreement, no event has occurred that, with or without notice, lapse of time or both, would constitute a breach or default on the part of the Parent, Merger Sub, or, to the knowledge of the Parent, any of the other parties to the Commitment Letters. As of the date of this Agreement, no financing source has notified the Parent or Merger Sub of its intention to terminate or withdraw the Financing Commitments. Subject to the satisfaction of the conditions contained in Section 7.01 hereof, as of the date of this Agreement, the Parent has no reason to believe that any of the conditions to the Financing contemplated by the Financing Commitments will not be satisfied or that the Financing will not be made available to the Parent on the Closing Date. As of the date of this Agreement, neither the Parent nor the Merger Sub is aware of any fact or occurrence that makes any representation or warranty of the Parent or the Merger Sub included in this Agreement or the Financing Commitments inaccurrate. Assuming (i) the satisfaction of the conditions in Section 7.01 hereof and (ii) the Equity Financing and Debt Financing are funded in accordance with their respective conditions, upon funding of the Financing Commitments, the Parent and the Merger Sub will have on the Closing Date, funds sufficient to fund all of the amounts required to be provided by the Parent and/or the Merger Sub for the consummation of the transactions contemplated hereby, including the payment of the Merger Consideration (and any repayment or refinancing of debt contemplated by this Agreement or the Financing Commitments) and any other amounts required to be paid in connection with the consummation of the transactions contemplated hereby, including all related fees and expenses, and are sufficient for the

satisfaction of all of the Parent's and the Merger Sub's obligations under this Agreement, as applicable.

(b) It is acknowledged and agreed by the Parent that the obligations of the Parent under this Agreement are not subject to any conditions regarding the Parent's, its Affiliates', or any other Person's ability to obtain financing for the consummation of the transactions contemplated hereby.

4.08 Purpose. The Merger Sub is a newly organized corporation, formed solely for the purpose of engaging in the transactions contemplated by this Agreement. The Merger Sub has not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated by this Agreement. The Merger Sub is a wholly owned Subsidiary of the Parent.

4.09 Solvency. Assuming (i) all representations and warranties of the Company set forth in Article III and the certificate delivered pursuant to Section 7.01(i)(i) are true and correct (and, solely for the purposes of this Section 4.09, without giving effect to any limitation or qualification as to materiality or Material Adverse Effect or terms of other similar import or effect), (ii) the performance of all covenants and agreements required by this Agreement to be performed and complied with at or prior to the Closing by the Company in all material respects, (iii) the Company was Solvent immediately prior to the Closing, and (iv) all cost estimates, financial or other projections and other predictions delivered or made available to Parent have been prepared in good faith based upon assumptions that were and continue to be reasonable, the Surviving Company will be Solvent immediately after giving effect to the transactions contemplated by this Agreement. For purposes of this Agreement, "Solvent" means, with respect to any Person, that such Person (a) shall be able to pay its debts as they become due and shall own property which has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent Liabilities and (b) shall have adequate capital to carry on its businesses. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of the Company.

4.10 Limited Guaranty. Concurrently with the execution of this Agreement, the Guarantors have delivered to the Company the Limited Guaranty, pursuant to which, among other things, the Guarantors have guaranteed all of the payment obligations payable by the Parent or the Merger Sub pursuant to this Agreement (or, following certain terminations of this Agreement, damages payable upon Parent or Merger Sub's breach of this Agreement), and all costs and expenses incurred by the Company in connection with enforcing its rights under the Equity Commitment Letter, in each case as provided in the Limited Guaranty. The Limited Guaranty is in full force and effect and constitutes the valid and binding obligation of the Guarantor, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

4.11 Parent Entity. As of immediately prior to the Effective Time, Summit Partners Growth Equity Fund IX-A, L.P., a Delaware limited partnership, shall be the "ultimate parent entity" (as determined in accordance with the HSR Act and the rules promulgated thereunder) of the Parent and the Merger Sub.

4.12 Acknowledgment. Each of Parent and Merger Sub acknowledges and agrees that it has conducted its own independent review and analysis of the business, assets, condition and operations of the Company. In entering into this Agreement, Parent and Merger Sub have relied solely upon their own investigation and analysis and the representations and warranties of the Company set forth in Article III and in the certificate delivered pursuant to Section 7.01(i)(i), and each of Parent and Merger Sub acknowledges that, other than as set forth in this Article III or in the certificate delivered pursuant to Section 7.01(i)(i), neither the Company, nor any of its directors, officers, employees, Affiliates, stockholders, agents or representatives makes or has made (and each of the Parent and the Merger Sub expressly disclaims) any representation or warranty, either express or implied: (a) as to the accuracy or completeness of any of the information provided or made available to each of Parent and Merger Sub and their respective agents or representatives prior to the execution of this Agreement; and (b) other than as expressly set forth in this Article III or in the certificate delivered pursuant to Section 7.01(i)(i). Notwithstanding anything to the contrary contained in this Agreement, nothing in this Section 4.12 shall limit or otherwise impair any claim by the Parent, the Merger Sub or their respective Affiliates for Fraud in the making of the representations and warranties by the Company expressly set forth in Article III or in the certificate delivered pursuant to Section 7.01(i)(i).

ARTICLE V

COVENANTS OF THE COMPANY

5.01 Conduct of the Business. From the date hereof until the earlier of the termination of this Agreement and the Closing Date, except (i) as set forth on Schedule 5.01 of the Disclosure Schedules, (ii) if the Parent shall have consented in writing (which consent shall not be unreasonably withheld, conditioned or delayed) or (iii) as otherwise expressly contemplated by this Agreement, (1) the Company shall conduct its business in the ordinary course of business (including its cash management customs and practices (including by using its commercially reasonable efforts to make all capital expenditures contemplated by the Company's financial budget for the current fiscal year)) and substantially in the same manner as previously conducted; (2) the Company shall use commercially reasonable efforts to: (A) preserve substantially intact its business and all of its material assets and properties (real and personal) including remediating any damages in accordance with past practice, (B) keep available the services of its current officers and significant employees, and (C) maintain in all material respects its current relations and goodwill with vendors, customers and other Persons having material business relationships with the Company; *provided, that*, notwithstanding the foregoing or clause (3) of this Section 5.01, the Company may use available cash to repay any Indebtedness or to make cash dividends on or prior to the Closing; and (3) the Company shall not, directly or indirectly:

(a) except for issuances as may result from the exercise of Options disclosed to the Parent prior to the date hereof, issuances of replacement certificates for shares of Common Stock and issuances of new certificates for shares of Common Stock in connection with a transfer of Common Stock by the holder thereof, issue, sell or deliver any of its Equity Securities or issue or sell any securities convertible into, or options with respect to, or warrants to purchase or rights to subscribe for, any of its Equity Securities;

(b) effect any recapitalization, reclassification, equity split or like change in its capitalization;

(c) amend its Organizational Documents;

(d) make any redemption or purchase of its equity interests (other than with respect to the repurchase of Common Stock (including in connection with the exercise or satisfaction of tax withholding in connection with any Options set forth on Schedule 3.04(c) in accordance with their existing terms disclosed to the Parent prior to the date hereof) from former employees of the Company pursuant to existing agreements or any Company Employee Benefit Plan in each case, provided to the Parent prior to the date hereof and set forth on Schedule 3.13(a) hereto);

(e) sell, assign, lease, license or transfer any of its tangible assets, except in the ordinary course of business and except for sales of obsolete assets or assets with *de minimis* or no value in the ordinary course of business;

(f) (i) sell, assign, lease, license or transfer any Intellectual Property, except non-exclusive licenses granted to Company customers in the ordinary course of business (excluding any license to Software source code), (ii) abandon or permit to lapse any material Intellectual Property owned by Company, or (iii) disclose any material confidential information, including Software source code, of the Company to any Person, other than in the ordinary course of business consistent with past practice pursuant to a written confidentiality agreement;

(g) directly or indirectly enter into or amend in any material respect any Material Contract or Real Property Lease, other than customer agreements in the ordinary course of business or terminate any Material Contract or Real Property Lease except as required by Law;

(h) make any material capital expenditures or commitments therefor, except (x) in the ordinary course of business and (y) for such capital expenditures or commitments therefor that are reflected in the Company's current budget as made available to the Parent;

(i) enter into any transaction or Contract with any of its managers, officers, employees or equityholders, except: (A) with respect to managers, officers or employees, in the ordinary course of business; or (B) as set forth on Section 3.17 of the Disclosure Schedules;

(j) except as required by applicable Law or under the existing terms of any Company Employee Benefit Plan set forth on Schedule 3.13(a), (A) establish, enter into, adopt, amend in any material respect or terminate any Company Employee Benefit Plan or any other benefit or compensation plan, agreement, Contract, program, policy or arrangement that would be a Company Employee Benefit Plan if in effect on the date hereof; (B) grant or announce any incentive awards or any material increase in the salaries, bonuses or other compensation or benefits payable by the Company to any of its officers or employees; (C) increase the benefits under any Company Employee Benefit Plan; (D) terminate or amend any Company Employee Benefit Plan or establish, enter into or adopt any arrangement for the current or future benefit or welfare of any officer, employee, director or independent contractor of the Company that would be a Company Employee Benefit Plan

if it were in existence as of the date hereof or accelerate the time of payment, vesting or funding of any compensation or benefits under any Company Employee Benefit Plan or otherwise; (E) pay or provide to any existing or former employees, officers, director, or other service provider any compensation or benefit, other than the continued payment of base compensation and the continued provision of existing benefits disclosed to Parent prior to the date hereof, in each case, in the ordinary course of business; (F) hire or terminate (other than for "cause") any individual with annual compensation in excess of $150,000; or (G) change the key management structure of the Company, including the hiring of additional officers or the termination of existing officers (other than for "cause");

(k) settle any pending or threatened Action if the amount payable by the Company in connection therewith would exceed $150,000, or cancel, compromise, waive or release any right or claim in excess of $150,000;

(l) (i) make or change any election in respect of Taxes, change any Tax accounting method, file any amended material Tax Return, enter into any Tax closing agreement, settle any Tax claim or assessment relating to the Company, or consent to any extension or waiver of the limitations period applicable to any Tax claim or assessment relating to the Company, (ii) fail to pay any Tax that becomes due and payable (including estimated tax payments), other than Taxes disputed in good faith using appropriate proceedings and for which adequate reserves have been maintained in accordance with GAAP, (iii) change any material accounting policies, practices, estimation techniques, assumptions or principles of the Company theretofore adopted or followed, or (iv) reverse any accruals or reserves, in each case, with respect to the foregoing clauses (i) through (iii), unless required by Law or GAAP;

(m) implement any employee layoffs that could implicate the WARN Act (assuming no layoffs occur within ninety (90) days of Closing);

(n) incur or create any Indebtedness for borrowed money, or mortgage or pledge any of its properties or assets or subject any of its properties or assets to any Lien except for Permitted Liens;

(o) acquire any business or material assets, or make any loans or advances to (other than to employees in the ordinary course of business), guarantees for the benefit of or make any direct or indirect purchase or other acquisition of any notes, obligations, instruments, units, securities or other ownership interests (including partnership interests and joint venture interests) of any other Person or any capital contribution to any other Person;

(p) declare, set aside or make any payment or distribution of non-cash property to the Company's equityholders with respect to such equityholder's Equity Securities;

(q) cancel or terminate any material insurance policy naming the Company as a beneficiary or a loss payable payee unless the same shall be replaced with one or more insurance policies providing coverage reasonably comparable in scope and terms;

(r) modify its cash management practices in any material respect, including any material delay or postponement of the payment of any accounts payable or commissions or any other liabilities or obligation, any agreement or negotiation with any party to materially extend the payment date of any accounts payable or expenses, salaries, bonuses, notes, commissions or any other liabilities or obligation, or otherwise engaging in any activity that would reasonably be expected to (or is otherwise intended to) accelerate to earlier periods the collection of accounts or notes receivable that otherwise would be expected to occur in subsequent periods;

(s) make any charitable contributions in excess of $100,000 in the aggregate or make any political contributions; or

(t) commit or agree, whether orally or in writing, to do any of the following.

Nothing contained in this Agreement shall give the Parent or the Merger Sub, directly or indirectly, the right to control or direct the Company's operations prior to the Closing and (x) no action by the Company to the extent specifically permitted by any other provision of this Agreement shall be deemed a breach of this Section 5.01 or any other provisions of this Agreement, and (y) the Company's failure to take any action prohibited by this Section 5.01 shall not be a breach of this Section 5.01 or any other provisions of this Agreement.

5.02 Access to Books and Records. Subject to Section 6.06, from the date hereof until the earlier of the termination of this Agreement and the Closing Date, the Company shall provide the Parent and its attorneys, employees, agents, advisors, consultants, accountants, representatives and existing or potential sources of financing (the "Parent's Representatives") with reasonable access during normal business hours, and upon reasonable notice, to the offices, properties, senior personnel, and all financial books and records of the Company in order for the Parent to have the opportunity to make such investigation as it shall reasonably desire in connection with the consummation of the transactions contemplated hereby; *provided, however*, that in exercising access rights under this Section 5.02, the Parent and the Parent's Representatives shall not be permitted to interfere unreasonably with the conduct of the business of the Company. Notwithstanding anything herein to the contrary, no such access or examination shall be permitted to the extent that it would require the Company to disclose information subject to attorney-client privilege or attorney work-product privilege or violate any applicable Law; *provided* that the Company shall cooperate with the Parent to attempt to find a way to allow disclosure of such information to the extent doing so would not (in the reasonable judgment of the Company after consultation with counsel) reasonably be likely to violate any Law or result in the loss of such privilege. Notwithstanding anything contained herein to the contrary, no access or examination provided pursuant to this Section 5.02 shall qualify or limit any representation or warranty set forth herein or the conditions to Closing set forth in Section 7.01(a). The Parent acknowledges that the Parent is and remains bound by the Confidentiality Agreement between Summit Partners, L.P. and the Company dated April 9, 2018 (the "Confidentiality Agreement").

5.03 Efforts to Consummate. Subject to the terms and conditions herein provided, from the date hereof until the earlier of the termination of this Agreement and the Closing Date, the Company shall use commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and

make effective as promptly as practicable the transactions contemplated by this Agreement (including the satisfaction, but not a waiver, of the conditions set forth in Section 7.02); *provided*, that such efforts shall not require agreeing to any obligations or accommodations (financial or otherwise) binding on the Company in the event the Closing does not occur. Without limiting the generality of the foregoing, promptly following the date hereof, the Company shall request from the applicable counterparties each of the Customer Contract Amendments and, from the date hereof until the earlier of the termination of this Agreement and the Closing Date, the Company shall (in consultation with the Parent) use commercially reasonable efforts to obtain each of the Customer Contract Amendments; *provided* that in no event shall the "commercially reasonable efforts" of the Company be deemed or construed to require the Company to (A) bring any Action against any counterparty to any Customer Contract Amendment, (B) seek or accept any modification to the applicable customer Contract on terms adverse to or less favorable to the Company than those set forth in the Contracts which are the subject of the Customer Contract Amendments or (C) pay any fees to secure any Customer Contract Amendment. The parties acknowledge and agree that nothing contained in this Section 5.03 shall limit, expand or otherwise modify in any way any efforts standard explicitly applicable to any of the Company's obligations under this Agreement.

5.04 Exclusive Dealing. Except in connection with any issuance of shares of Common Stock pursuant to an Option or otherwise permitted under Section 5.01, during the period from the date of this Agreement through the Closing or the earlier termination of this Agreement, the Company and the Securityholder Representative shall not, and the Company shall instruct the Securityholders and their respective representatives and Affiliates not to, take any action, directly or indirectly, to initiate, solicit or engage in discussions or negotiations with, or provide any information to, any Person (other than the Parent and the Parent's Representatives) concerning any Acquisition Transaction; *provided* that this Section 5.04 shall not apply to the Company or the Securityholder Representative in connection with Securityholder communications related to the transactions contemplated by this Agreement. The Company shall cease and cause to be terminated any existing discussions, communications or negotiations with any Person (other than the Parent and the Parent's Representatives) conducted heretofore with respect to any Acquisition Transaction. To the extent permitted by any non-disclosure agreements in place as of the date hereof, the Company shall notify the Parent promptly if any Person makes any proposal, offer, inquiry or contact with respect to an Acquisition Transaction.

5.05 Payoff Letters and Lien Releases. At or prior to the Closing, the Company shall deliver to the Parent customary payoff letters in form an substance reasonably satisfactory to the Parent in connection with the repayment of the Indebtedness outstanding under the Credit Agreement in accordance with Section 2.02(f), which payoff letters shall provide for, subject to the receipt of the applicable payoff amounts, customary Lien releases.

5.06 Written Consent. Reasonably promptly following the execution and delivery of this Agreement, the Company shall deliver to the Parent the Written Consent.

5.07 Financing. Prior to the Closing and subject to Section 6.07, Section 5.02 and the other terms and conditions of this Agreement, the Company shall provide (and shall cause the Company's managers, officers, directors, employees, accountants, counsel, consultants, advisors, representatives and agents (collectively, the "Company's Representatives") to provide) cooperation (to the extent consistent with this Agreement) to the Parent and the Merger Sub as

may be reasonably required in connection with the Debt Financing, including (i) providing to the Parent and the Merger Sub from time to time information regarding the Company reasonably requested by the financing sources and reasonably available to the Company and assisting with the preparation of appropriate and customary materials for rating agency presentations, offering and syndication documents (including prospectuses, private placement memoranda, lender and investor presentations, bank information memoranda and similar documents including customary representation and authorization letters), business projections and other marketing documents required in connection with the Debt Financing (all such information documents and materials described in clause (i), collectively, the "Offering Documents"); *provided* that any Offering Documents shall contain disclosure reflecting the Company as the obligor effective at and after the Effective Time; (ii) furnishing within three (3) Business Days prior to the Closing all documentation and other information required by Governmental Entities under applicable "know your customer" and anti-money laundering rules and regulations, including the U.S.A. Patriot Act of 2001, but in each case, solely as relating to the Company to the extent reasonably requested by the Parent and the Merger Sub or its financing sources; (iii) using commercially reasonable efforts to obtain customary evidence of authority, customary officer's certificates and customary insurance certificates, in each case, as reasonably requested by the Parent or the Merger Sub; *provided, however*, (x) the members of the board of directors of the Company that are not remaining in such positions following the Closing shall not be required to take any action in their capacities as members of the board of directors of the Company in connection with the Debt Financing and (y) no officer of the Company who is not remaining in such position following the Closing shall be obligated to deliver any certificate in connection with the Debt Financing; (iv) assisting in the execution and delivery of, and the preparation of one or more credit agreements (or joinders thereto), pledge and security documents and other definitive financing documents, certificates and instruments and the schedules and exhibits thereto as may be reasonably requested by the Parent so long as such agreements, indentures and documents do not become effective prior to the Closing; (v) reasonably promptly updating and correcting any Offering Documents provided by the Company in order to ensure such Offering Documents do not (x) contain any material misstatements of fact or (y) omit a material fact, in each case necessary to make such information, taken as a whole, not misleading in any material respect; (vi) taking those actions reasonably necessary to (x) permit the financing sources to evaluate the Company's current assets, cash management and accounting systems policies and procedures relating thereto for the purposes of establishing collateral arrangements, (y) establish bank and other accounts and blocked account agreements and lock box arrangements in connection with the foregoing; (vii) using commercially reasonable efforts to obtain collateral access agreements from landlords and other third parties in possession of collateral for the Debt Financing; *provided, however*, that nothing in this Agreement shall require such cooperation to the extent it would, in the Company's reasonable judgment, interfere unreasonably with the business or operations of the Company; and (viii) otherwise reasonably cooperate with the Parent to satisfy the conditions precedent to the Debt Financing; and *provided, further*, that notwithstanding anything in this Agreement to the contrary, the Company shall not: (A) be required to pay any fees (including commitment or other similar fees) or to give any indemnities or incur any liabilities prior to the Effective Time (and then only to the extent any such fees are not deducted from the computation of Cash (other than to the extent the Parent reimburses the Company (for the benefit of the Securityholders) for such fees)), (B) have any liability or obligation under any loan agreement or any related document or any other agreement or document related to the Debt Financing prior to the Effective Time, (C) be required to incur any expense or other liability in connection with the Debt Financing prior to the Effective Time (and then only to the extent any such expenses or other liabilities are not treated as

Indebtedness or as liabilities in the calculation of Net Working Capital (other than to the extent the Parent reimburses the Company (for the benefit of the Securityholderes) for such expenses)), (D) be required to provide access to or disclose information where the Company reasonably determines that such access or disclosure would contravene any Law or Contract, (E) be required to waive or amend any terms of this Agreement or any other Contract to which the Company is party, (F) be required to take any corporate action or to enter into any documents, instrument, agreement or certificates prior to the Effective Time (other than as contemplated by Section 5.05), or (G) be required to require any cooperation from the Company to the extent it would unreasonably interfere in any material respect with the ongoing operations of the Company. The Company hereby consents to the use of its logos in marketing materials for the Debt Financing; *provided, however*, that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage the Company or the reputation or goodwill of the Company. The Parent shall promptly, upon request by the Company, reimburse the Company for any out-of-pocket expenses (including reasonable attorney's fees) incurred by the Company or any of its Affiliates in connection with the cooperation of the Company contemplated by this Section 5.07. The Parent and the Merger Sub shall refrain from taking, directly or indirectly, any action that would reasonably be expected to result in the failure of any of the conditions contained in the Debt Financing Commitment or in any definitive agreement relating to the Debt Financing. The Parent shall indemnify and hold harmless, the Company and the Company's Representatives, from and against any and all Liabilities or losses suffered or incurred by them in connection with the arrangement of the Financing and any information utilized in connection therewith, except in the event such Liabilities or losses arose out of or result from the gross negligence, willful misconduct or actual common law fraud of the Company, the Company's Representatives or their respective Affiliates. The Parent and the Merger Sub acknowledge and agree that, notwithstanding the Company's obligations under this Section 5.07, neither the obtaining of the Debt Financing, the Equity Financing or any alternative financing, nor the completion of any issuance of debt or securities contemplated by the Debt Financing, the Equity Financing or any alternative financing is a condition to the Closing, and reaffirm their obligation to consummate the transactions contemplated by this Agreement irrespective and independently of the availability of the Debt Financing, the Equity Financing or any alternative financing or the completion of any such issuance, subject to the satisfaction of the conditions set forth in Section 7.01. All non-public, confidential or other Confidential Information (as defined in the Confidentiality Agreement) obtained by the Parent, the Merger Sub or their respective representatives pursuant to this Section 5.07 or otherwise in connection with the Debt Financing shall be kept confidential in accordance with the Confidentiality Agreement. The Company's obligations under this Section 5.07 are the sole obligations of the Company with respect to the Debt Financing and no other provision of this Agreement shall be deemed to expand or modify such obligations. In no event shall the Company be in breach of this Agreement for purposes of satisfying the condition set forth in Section 7.1(b) because of the failure by the Company or any of the Company's Representatives to deliver, after use of its or their commercially reasonable efforts to do so, any financial or other information that is not currently readily available to the Company on the date hereof or is not otherwise prepared in the ordinary course for failure to obtain, after use of its reasonable best efforts to do so, any financial or other information by its accountants. None of the Company or its Affiliates shall have any obligations under this Section 5.07 following the consummation of the transactions contemplated hereby.

5.08 Section 280G. Prior to the Closing Date, the Company shall obtain from each Person (each, a "Disqualified Individual") to whom any payment or benefit is required or proposed

to be made in connection with the transactions contemplated by this Agreement that could constitute "parachute payments" under Section 280G(b)(2) of the Code and the regulations promulgated thereunder ("Section 280G Payments") a written agreement (a "Parachute Payment Waiver") waiving such Disqualified Individual's right to receive some or all of such payment or benefit (the "Waived Benefits"), to the extent necessary so that all remaining payments and benefits applicable to such Disqualified Individual shall not be deemed a parachute payment, and accepting in substitution for the Waived Benefits the right to receive the Waived Benefits only if approved by the stockholders of the Company in a manner that complies with Section 280G(b)(5)(B) of the Code. In connection with the foregoing, Parent shall provide the Company with all information reasonably necessary to allow the Company to determine whether any payments made or to be made or benefits granted or to be granted pursuant to any employment agreement or other agreement, arrangement or contract entered into or negotiated by Parent or its Affiliates ("Parent Payments"), together with all Section 280G Payments, could reasonably be considered to be "parachute payments" within the meaning of Section 280G(b)(2) of the Code at least seven (7) Business Days prior to the Closing Date (and shall further provide any such updated information as is reasonably necessary prior to the Closing Date). Prior to the Closing, the Company shall submit the Waived Benefits of each Disqualified Individual who has executed a Parachute Payment Waiver in accordance with this Section 5.08 for approval of the Company's stockholders and such Disqualified Individual's right to receive the Waived Benefits shall be conditioned upon receipt of the requisite approval by the Company's stockholders in a manner that complies with Section 280G(b)(5)(B) of the Code and the regulations promulgated thereunder; provided that in no event shall this Section 5.08 be construed to require the Company (or any of its Affiliates) to compel any Disqualified Individual to waive any existing rights under any Contract or agreement that such Disqualified Individual has with the Company, or any other Person, and in no event shall the Company (or any of its Affiliates) be deemed in breach of this Section 5.08 if any such Disqualified Individual refuses to waive any such rights despite commercially reasonable efforts (which, for the avoidance of doubt, shall not require the payment of any consideration) to obtain a Parachute Payment Waiver from such Disqualified Individual or if the stockholders fail to approve any Waived Benefits. Notwithstanding anything to the contrary in this Section 5.08 or otherwise in this Agreement, to the extent Parent has provided materially inaccurate information, or the Parent's material omission of information has resulted in materially inaccurate information, with respect to any Parent Payments, there shall be no breach of the covenant contained herein to the extent caused by such inaccurate or omitted information. Prior to obtaining the Parachute Payment Waivers and seeking the stockholder approval described in this Section 5.08, the Company shall provide the Parent and its counsel with copies of the analysis under Section 280G of the Code, the Parachute Payment Waivers and the disclosure statement and other stockholder approval materials contemplated by this Section 5.08 and at least three (3) days to review and the Company shall consider in good faith any changes reasonably requested by the Parent or its counsel.

5.09 Additional Financing Information. During the period from the date of this Agreement to the earlier of the Closing and the termination of this Agreement in accordance with its terms, the Company shall furnish to the Parent, within 30 days after the end of each month, copies of the monthly unaudited balance sheets, statements of operations and cash flow for the Company, in each case prepared in accordance with GAAP consistently applied during the periods involved, except for the absence of footnotes and other presentation items.

ARTICLE VI

COVENANTS OF THE PARENT

6.01 Access to Books and Records. From and after the Closing until the seven (7) year anniversary of the Closing Date, the Parent shall, and shall cause the Surviving Company to provide the Securityholder Representative and its authorized representatives with access (for the purpose of examining and copying), during normal business hours, upon reasonable advance written notice, to the books and records of the Company with respect to periods or occurrences prior to or on the Closing Date, including with respect to any Tax audits, Tax Returns, insurance claims, governmental investigations, legal compliance, financial statement preparation or any other matter; *provided, however*, that the Securityholder Representative and its authorized representatives shall agree in advance to a customary confidentiality agreement with respect to such information. Unless otherwise consented to in writing by the Securityholder Representative, the Parent shall, and shall cause the Surviving Company (and its Subsidiaries, if any) to, for a period of seven (7) years following the Closing Date, preserve and retain, or to cause the Surviving Company (and its Subsidiaries, if any) the material corporate, accounting, legal and tax books and records of the Company for any period prior to the Closing Date. Notwithstanding anything to the contrary contained in this Agreement, in the event of any litigation or threatened litigation between the Securityholder Representative (on behalf of the Securityholders or their Affiliates and their respective representatives), on the one hand, and the Parent, the Surviving Company or their respective Affiliates and their respective representatives, on the other hand, relating to this Agreement or the transactions contemplated hereby, the covenants contained in this Section 6.01 shall not be considered a waiver by any party of any right to assert the attorney-client privilege or any similar privilege.

6.02 Indemnification of Officers and Directors of the Company.

(a) From and after the Closing, the Parent shall, and shall cause the Surviving Company to, to the fullest extent permitted by applicable Law, indemnify, defend and hold harmless, and provide advancement of expenses to, each Person who is now, or has been at any time prior to the date hereof or who becomes prior to the Closing, an officer, director or employee of the Company (each, a "D&O Indemnified Party"), against all losses, claims, damages, costs, expenses, Liabilities or judgments or amounts that are paid in settlement of or in connection with any claim, Action, suit, proceeding or investigation based in whole or in part on or arising in whole or in part out of the fact that such Person is or was an officer, director or employee of the Company, and pertaining to any matter existing or occurring, or any acts or omissions occurring, at or prior to the Closing, whether asserted or claimed prior to, or at or after, the Closing (including matters, acts or omissions occurring in connection with the approval of this Agreement and the consummation of the transactions contemplated hereby) to the same extent that such Persons are indemnified or have the right to advancement of expenses as of the date hereof by the Company pursuant its Organizational Documents and indemnification agreements of the Company, if any, in existence on the date hereof with any D&O Indemnified Party.

(b) For a period of six (6) years after the Closing and at all times subject to applicable Law, (i) the Parent shall not (and shall not cause or permit the Company to) amend or modify in any way adverse to the D&O Indemnified Parties, or to the beneficiaries

thereof, the exculpation and indemnification provisions set forth in the Organizational Documents and (ii) the Parent shall cause to be maintained in effect the current policies of directors' and officers' liability insurance maintained by the Company as of the date hereof (*provided*, that the Parent may substitute such policies with a substantially comparable insurer of at least the same coverage and amounts containing terms and conditions that are no less advantageous to the insured) with respect to claims arising from facts or events that occurred at or prior to the Closing. Notwithstanding the foregoing, prior to the Closing and in satisfaction of the Parent's foregoing obligations under clause (ii) of the prior sentence, the Company shall be permitted to purchase (at the Parent's expense, and without duplication) a six (6) year "tail" prepaid directors' and officers' liability insurance policy, effective as of the Closing, providing, for a period of six (6) years after the Closing, at least the same coverage and amounts containing terms and conditions that are no less advantageous to the D&O Indemnified Parties. From and after the Closing, the Parent shall (and/or shall cause the Company or its Affiliates, as applicable, to) continue to honor its obligations under any such insurance procured pursuant to this Section 6.02(b), and shall not cancel (or permit to be canceled) or take (or cause to be taken) any action or omission that would reasonably be expected to result in the cancellation thereof.

(c) If the Surviving Company breaches any indemnity or other obligation provided for in this Section 6.02, then the Parent agrees to pay, or to cause the Surviving Company or any of its Subsidiaries to pay, all expenses, including attorneys' fees, that may be incurred by the D&O Indemnified Parties in enforcing the indemnity and other obligations provided for in this Section 6.02.

(d) If the Parent, the Surviving Company or any of their respective successors or assigns proposes to (i) consolidate with or merge into any other Person and the Parent or the Surviving Company shall not be the continuing or surviving corporation or entity in such consolidation or merger or (ii) transfer all or substantially all of its properties and assets to any Person, then, and in each case, proper provision shall be made prior to or concurrently with the consummation of such transaction so that the successors and assigns of the Parent or the Surviving Company, as the case may be, shall, from and after the consummation of such transaction, honor the indemnification and other obligations set forth in this Section 6.02.

(e) With respect to any indemnification obligations of the Parent and/or the Surviving Company pursuant to this Section 6.03, Parent hereby acknowledges and agrees (i) that it and the Surviving Company shall be the indemnitors of first resort with respect to all indemnification obligations of Parent and/or the Surviving Company pursuant to this Section 6.02 (i.e., their obligations to an applicable D&O Indemnified Party are primary and any obligation of any other Person to advance expenses or to provide indemnification for the same expenses or Liabilities incurred by such D&O Indemnified Party are secondary) and (ii) that it irrevocably waives, relinquishes and releases any such other Person from any and all claims for contribution, subrogation or any other recovery of any kind in respect thereof.

(f) The provisions of this Section 6.02 shall survive the consummation of the Merger and the Effective Time and (i) are intended to be for the benefit of, and shall be enforceable by, each D&O Indemnified Party and his or her successors, heirs and

representatives and shall be binding on all successors and assigns of the Parent and the Surviving Company and (ii) are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have by Contract or otherwise.

6.03 Regulatory Filings. The Parent shall, promptly (and in any event within ten (10) Business Days) after the date hereof, make or cause to be made all filings and submissions under the HSR Act and any other applicable Laws in connection with the consummation of the transactions contemplated herein (which filings and submissions shall seek early termination if made pursuant to the HSR Act and the equivalent, if available, with respect to any such other applicable Laws). In connection with the consummation of the transactions contemplated herein, the Parent and the Company shall promptly comply with any additional requests for information, including requests for production of documents and production of witnesses for interviews or depositions by any Governmental Entities. Notwithstanding anything herein to the contrary, the Parent and the Company shall cooperate in good faith with any Governmental Entities and undertake promptly any and all action required by such Governmental Entities to complete the transactions contemplated by this Agreement, including (i) selling or otherwise disposing of, or holding separate and agreeing to sell or otherwise dispose of, assets, categories of assets or businesses of the Company or the Parent or their respective Subsidiaries; (ii) terminating existing relationships, contractual rights or obligations of the Company or the Parent or their respective Subsidiaries; (iii) terminating any venture or other arrangement; (iv) creating any relationship, contractual rights or obligations of the Company or the Parent or their respective Subsidiaries; or (v) effectuating any other change or restructuring of the Company or the Parent or their respective Subsidiaries (and, in each case, to enter into agreements or stipulate to the entry of an Order or decree or file appropriate applications with any Governmental Entity in connection with any of the foregoing and in the case of Actions by or with respect to the Company or its businesses or assets, by consenting to such Action by the Company provided, that any such Action may, at the discretion of the Company, be conditioned upon consummation of the Merger). Without limiting the generality of the foregoing, if an Action is threatened or instituted by any Governmental Entity, the Parent and the Merger Sub shall use their best efforts to avoid, resist, resolve or, if necessary, defend such Action and shall afford the Company a reasonable opportunity to participate therein. The Parent shall diligently assist and cooperate with the Company in preparing and filing any and all written communications that are to be submitted to any Governmental Entities in connection with the transactions contemplated hereby and in obtaining any governmental or third party consents, waivers, authorizations or approvals which may be required to be obtained by the Company in connection with the transactions contemplated hereby, which assistance and cooperation shall include: (i) timely furnishing to the Company all information concerning the Parent and/or its Affiliates that counsel to the Company reasonably determines is required to be included in such documents or would be helpful in obtaining such required consent, waiver, authorization or approval; (ii) promptly providing the Company with copies of all written communications to or from any Governmental Entity relating to any such required consent, waiver, authorization or approval; *provided* that such copies may be redacted as necessary to address legal privilege or confidentiality concerns or to comply with applicable Law; and *provided further*, that portions of such copies that are competitively sensitive may be designated as "outside antitrust counsel only"; (iii) keeping the Company reasonably informed of any communication received or given in connection with any proceeding by the Parent or the Merger Sub, in each case regarding the Merger; and (iv) permitting the Company to review and incorporate the Company's reasonable comments in any communication given by it to any Governmental Entity or in connection with any proceeding related to the HSR Act or other applicable Law, in each case regarding the Merger.

Neither the Parent nor the Merger Sub, on one hand, nor the Company, on the other hand, shall initiate, or participate in any meeting or substantive discussion with any Governmental Entity with respect to any filings, applications, investigation, or other inquiry regarding the Merger or filings under the HSR Act or other applicable Law without giving the other Party reasonable prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Entity, the opportunity to attend and participate in such meeting or discussion, except, in the case of such right of the Company, for meetings (or portions thereof) the purpose of which is to discuss matters exclusively related to the Parent and its Affiliates. The Parent shall be responsible for all filing fees under the HSR Act and under any other applicable Antitrust Laws. The Parent shall not, and shall cause its Affiliates not to, acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner, any Person or portion thereof, or otherwise acquire or agree to acquire any assets, if the entering into of a definitive agreement relating to or the consummation of such acquisition, merger or consolidation would reasonably be expected to (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any authorizations, consents, orders, declarations or approvals of any Governmental Entity necessary to consummate the transactions contemplated hereby or the expiration or termination of any applicable waiting period, (ii) increase the risk of any Governmental Entity entering an order prohibiting the consummation of the transactions contemplated hereby, or (iii) delay the consummation of the transactions contemplated hereby.

6.04 Efforts to Consummate. Subject to the terms and conditions herein provided, from the date hereof until the earlier of the termination of this Agreement and the Closing Date, the Parent and the Merger Sub shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable to cause the satisfaction, but not waiver, of the Closing conditions set forth in Section 7.02). The Parties acknowledge and agree that nothing contained in this Section 6.04 shall limit, expand or otherwise modify in any way any efforts standard explicitly applicable to any of the Parent's and/or the Merger Sub's respective obligations under this Agreement.

6.05 Contact with Customers and Suppliers. The Parent and the Merger Sub each hereby agrees that from the date hereof until the Closing Date or the earlier termination of the Agreement, it is not authorized to, and shall not (and shall not permit any of its representatives or Affiliates to) contact and communicate with the employees, customers, providers, service providers and suppliers of the Company (other than Monica Wooden, Steve Blough and Dan Graham) without the prior consultation with and written approval of the Company's Chief Executive Officer; *provided, however*, that this Section 6.05 shall not prohibit any contacts by the Parent or the Parent's Representatives with the customers, providers, service providers and suppliers of the Company in the ordinary course of business unrelated to the transactions contemplated hereby.

6.06 Financing.

(a) Prior to the Closing, each of the Parent and the Merger Sub shall use its commercially reasonable efforts to take, or cause to be taken, and shall use its commercially reasonable efforts to cause the Parent's Representatives to use their commercially reasonable efforts, to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary to consummate and obtain the Debt Financing on the conditions described in the Debt Commitment Letters (including with respect to the exercise of flex provisions) or on other conditions not less favorable in any material respect to the

Parent as determined in the reasonable judgement of the Parent (or on other conditions acceptable to the Parent that would not reasonably be likely to make funding less likely to occur on the Closing Date) and the Equity Financing on the conditions described in the Equity Commitment Letter, including: (i) using its commercially reasonable efforts to maintain in effect the Debt Commitment Letters (or replacements that would not reasonably be likely to make funding less likely to occur on the Closing Date) to the extent necessary to consummate the transaction contemplated hereby and Equity Commitment Letter, (ii) using its commercially reasonable efforts to negotiate and enter into definitive agreements with respect thereto on the terms and subject only to the conditions contemplated by the Debt Commitment Letters (including any "flex" provisions) or on other conditions not less favorable in any material respect to the Parent as determined in the reasonable judgement of the Parent (or on other conditions acceptable to the Parent that would not reasonably be likely to make funding less likely to occur on the Closing Date), or and Equity Commitment Letter, and promptly after execution thereof deliver to the Company a copy of any definitive agreements related to the Debt Financing or Equity Financing, as applicable, (iii) satisfy on a timely basis (or obtain a waiver of) all conditions applicable to the Parent and the Merger Sub in order for the Parent to obtain the Debt Financing and Equity Financing set forth in the Debt Commitment Letters and Equity Commitment Letter, as applicable, and the definitive agreements related to the Debt Financing and Equity Financing, in each case that are within the control of Parent or its Affiliates, (iv) fully enforce their rights under the Equity Commitment Letter, including by bringing one or more lawsuits or other appropriate Action, against any sponsor to fully enforce their respective rights under the Equity Commitment Letter and, as may be necessary, to fund in accordance with their respective commitments if all conditions to funding the Equity Financing in the applicable document have been satisfied or waived and (v) exercise any rights the Parent or the Merger Sub may have under the Debt Commitment Letters and related documents to extend the expiration dates thereunder and to negotiate and agree with the financing sources to further extend such expiration dates beyond the commitment period provided therein. If all conditions to the Equity Commitment Letter have been satisfied or are capable of being satisfied (other than conditions that, by their nature, are to be satisfied at the Closing), the Parent shall use its best efforts (including through litigation) to cause the sponsors under the Equity Commitment Letter to fund on the Closing Date the funds required to consummate the Merger.

(b) The Parent and the Merger Sub shall give the Company and the Securityholder Representative prompt written notice of (i) of any material amendment to any Commitment Letter or any related Fee Letter (together with a copy of such amendment), (ii) any material breach or threatened material breach (or any event or circumstance that, with or without notice, lapse of time or both, would reasonably be expected to give rise to any material breach) of the Debt Commitment Letters or Equity Commitment Letter of which the Parent or the Merger Sub becomes aware, (iii) the receipt, on or prior to the Closing Date, of any notice or other communication (whether oral or in writing) from any financing source or sponsor, as applicable, with respect to any actual or potential material breach, default, termination or repudiation by any party to the Debt Commitment Letters, the Equity Commitment Letter or any definitive document related to the Debt Financing or Equity Financing, (iv) any material dispute or disagreement between or among any parties to the Equity Commitment Letter, and (v) any action or event (other than an action or event that is the result of a breach of this Agreement by the Company) that would reasonably be expected to result in all or a portion of the Debt Financing or Equity Financing becoming unavailable

in the manner or from the sources contemplated in the Debt Commitment Letters and the Equity Commitment Letter, as applicable, if such portion is reasonably necessary to consummate the transactions contemplated hereby. The Parent shall not, and shall not permit any of its Affiliates to, take any action not otherwise required or expressly permitted under this Agreement that is a breach of, or would result in termination of, the Debt Commitment Letters to the extent necessary to consumate the transaction contemplated hereby or the Equity Commitment Letter. If any portion of the Debt Financing becomes unavailable in the manner or from the sources contemplated in the Debt Commitment Letters (other than as a result of a breach of this Agreement by the Company), and such portion is reasonably necessary to consummate the transactions contemplated hereby, the Parent shall, as promptly as practicable, use its commercially reasonable efforts to arrange to obtain alternative financing from the same or alternative sources and on conditions (including the terms of any so-called "market flex" provisions) not less favorable to the Company in the aggregate than the conditions in the Debt Commitment Letters or any related Fee Letter as determined in the reasonable judgement of the Parent and in an amount sufficient to consummate the transactions contemplated by this Agreement and on conditions that comply with Section 6.06(c) below as soon as practicable following the occurrence of such event but no later than the Business Day immediately prior to the Closing Date. The Parent and the Merger Sub shall, and shall use their respective commercially reasonable efforts to cause the Parent's Representatives to, promptly furnish status updates reasonably requested by the Company or the Company Representatives relating to the Debt Financing and the Equity Financing, including with respect to the matters contemplated pursuant to this Section 6.06(b), and upon request, otherwise keep the Company and the Company Representatives reasonably informed of the status of its efforts to arrange the Debt Financing and to consummate the Equity Financing, including any alternative financing as contemplated in this Section 6.06.

(c) Notwithstanding anything contained in this Section 6.06 or in any other provision of this Agreement, each of the Parent and the Merger Sub shall have the right from time to time to amend, restate, replace, supplement or otherwise modify, or waive any of its rights under, the Debt Commitment Letters and/or substitute other debt financing for all or any portion of the Debt Financing from the same and/or alternative financing sources; *provided*, that any such amendment, restatement, replacement, supplement or other modification to or waiver of any provision of the Debt Commitment Letters that amends the Debt Financing and/or substitution of all or any portion of the Debt Financing shall not, without the prior written consent of the Company in its sole discretion (which consent may not be unreasonably withheld, delayed or conditioned) (except in connection with the implementation of any "market flex" provisions), (i) reduce the aggregate amount of the Debt Financing (including by changing the amount of fees to be paid or original issue discount of the Debt Financing) below an amount when taken together with the proceeds to be received by the Parent under the Equity Commitment Letter necessary to consummate the transactions contemplated hereby, (ii) impose new or additional conditions or contingencies or otherwise expand or amend in a manner materially adverse to the Company any of the conditions or contingencies to the Debt Financing, or (iii) be reasonably likely to (x) prevent or materially delay or impair the ability of the Parent and the Merger Sub to consummate the Merger and the other transactions contemplated by this Agreement or (y) adversely impact the ability of the Parent or the Merger Sub to enforce its rights against the other parties to the Debt Commitment Letters or the Equity Commitment Letter. The Parent shall promptly deliver to the Company true and complete copies of any such amendment, restatement, replacement,

supplement, modification, substitution or waiver, subject, in each case, to redaction of any fee letters for economic, numerical and other customary terms; *provided* that the Parent and the Merger Sub may replace, amend, supplement or modify the Debt Commitment Letters for the purpose of adding agents, coagents, lenders, arrangers, joint bookrunners or other Persons that have not executed the Debt Commitment Letters as of the date hereof, in each case in accordance with the Debt Commitment Letters as of the date hereof so long as such replacement, amendment, supplement or modification is otherwise in compliance with this Section 6.06(c). If the Debt Commitment Letters are replaced, amended, supplemented or modified, including as a result of obtaining alternative financing in accordance with this Section 6.06, or if the Parent or the Merger Sub substitute other debt financing for all or any portion of the Debt Financing in accordance with this Section 6.06, each of the Parent and the Merger Sub shall comply with its obligations in this Agreement, including this Section 6.06, with respect to the Debt Commitment Letters as so replaced, amended, supplemented or modified to the same extent that the Parent and the Merger Sub were obligated to comply prior to the Debt Commitment Letters be replaced, amended, supplemented or modified.

(d) In the event that (i) the terms and conditions set forth in the Debt Commitment Letter with respect to the Debt Financing, other than the funding of the Equity Financing and other than those conditions that by their nature are to be satisfied at the Closing, have been satisfied or are capable of being satisfied; and (ii) one or more of the Persons obligated to provide a portion of the Debt Financing fails to provide its respective portion of such Debt Financing and, as a result, the Closing does not occur, the Parent shall, upon the reasonable request of the Company, promptly seek to enforce its rights under the Debt Commitment Letters and definitive financing agreements in respect thereof. The Parent shall take, or cause to be taken, all actions, and do, or cause to be done, all things necessary, proper or advisable to obtain the Equity Financing contemplated by the Equity Commitment Letter, including fully enforcing any Equity Financing source's obligations (and the rights of the Parent) under the Equity Commitment Letter. Notwithstanding anything to the contrary contained in this Agreement, nothing contained in this Section 6.06 shall require, and in no event shall the "commercially reasonable efforts" of the Parent or the Merger Sub be deemed or construed to require, the Parent to (A) bring any Action against any financing source to enforce its rights under the Debt Commitment Letters, (B) seek or accept Debt Financing on terms materially adverse to or materially less favorable than those set forth in the Debt Commitment Letters (including any "flex" provisions) or (C) pay any fees in excess of those set forth in the Debt Commitment Letters (whether to secure waiver of any conditions contained therein or otherwise).

(e) For purposes of this Agreement (other than with respect to representations made by the Parent and the Merger Sub as of the date hereof), references to (i) "Debt Financing" shall include the financing contemplated by the Debt Commitment Letters as amended, modified, supplemented, restated, replaced or substituted by (and in accordance with) Section 6.06(c), (ii) "Debt Commitment Letters" shall also include any fee letters or engagement letters (each of which has been provided to the Company prior to the date hereof) and any amendment, modification, restatement, supplement and replacement or substitution permitted by Section 6.06(b) and (iii) "financing sources" shall include lenders and other financing sources (including underwriters, placement agents and initial purchasers) providing the Debt Financing pursuant to any amendment, modification, restatement, supplement and replacement permitted by Section 6.06(c).

(f) Without the consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed), neither the Parent nor the Merger Sub shall seek or obtain any equity commitment or equity financing in respect of the transactions contemplated by this Agreement or provide any information in respect thereof to any direct or indirect potential investor in the Parent or the Merger Sub, other than as expressly permitted by the Equity Commitment Letter as in effect as of the date of this Agreement; provided, however that the Company's consent shall not be required for Parent or Merger Sub to seek or obtain any equity commitment or equity financing from any other potential investor (or provide any information in respect thereof), so long as: (i) Parent provides prior or reasonably concurrent written notice to the Company of its intent to seek such other sources (including providing the names of such sources), and (ii) such other sources do not cause the Parent to be in breach of its obligations under Section 6.03.

6.07 Employee Matters.

(a) The Parent will cause the Company to grant each employee of the Company as of the Closing Date who continues such employment immediately following the Closing (collectively, the "Continuing Employees") credit for service with the Company (or predecessor employers to the extent the Company provides such past service credit) prior to the Closing Date for purposes of eligibility, vesting, and determining the level of vacation and severance benefits under any benefit or compensation plan, program, policy or agreement (other than any equity or equity-based plan, program, policy or agreement) made available to Continuing Employees on or after the Closing Date occurs (collectively, the "New Plans") to the same extent and for the same purpose that such service was recognized under the analogous Company Employee Benefit Plan immediately prior to the Closing Date by the Company. In addition, the Parent will cause the Company to use commercially reasonable efforts to: (i) cause to be waived all pre-existing condition exclusions and actively at work requirements and similar limitations, eligibility waiting periods and evidence of insurability requirements under any New Plans that provide group health benefits in which Continuing Employees commence participation during the plan year in which the Closing Date occurs to the extent such exclusions, requirements or limitations were waived or satisfied by a Continuing Employee under the analogous Company Employee Benefit Plan providing health benefits in which the Continuing Employee participated immediately prior to the Closing, and (ii) cause any deductible, co-insurance and out-of-pocket expenses paid by any Continuing Employee (or covered dependent thereof) prior to the Closing Date under a Company Employee Benefit Plan that provides health benefits during the plan year in which the Closing Date occurs to be taken into account for purposes of satisfying the corresponding deductible, coinsurance and maximum out-of-pocket provisions under any New Plan that provides health benefits for the plan year in which the Closing Date occurs. The Parent will cause the Company to honor all accrued but unused vacation, paid-time off, personal and sick days of Continuing Employees as of the Closing Date to the extent of the amounts reflected in Net Working Capital.

(b) Nothing contained in this Section 6.07, express or implied, (i) is intended to confer upon any Continuing Employee or any other Person any right to continued employment or any particular term or condition of employment for any period, (ii) will prohibit or limit the ability of the Parent or the Surviving Company or any of their respective Affiliates from amending, modifying or terminating any benefit or compensation plan,

program, policy, Contract, agreement or arrangement at any time assumed, established, sponsored or maintained by any of them, or (iii) will constitute an amendment to or any other modification of any New Plan or Company Employee Benefit Plan or other benefit or compensation plan, program, policy, Contract, agreement or arrangement. Further, this Section 6.08 will be binding upon and inure solely to the benefit of each of the Parties to this Agreement, and nothing in this Section 6.07, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever (including any third-party beneficiary rights) under or by reason of this Section 6.07.

6.08 Release. Effective as of the Closing, except as set forth in this Section 6.08, each of the Parent, the Merger Sub, the Company, and their respective Affiliates, successors and assigns, hereby fully and unconditionally releases, acquits and forever discharges the current and former managers and directors of the Company, Warburg Pincus, each holder of Common Stock and their Affiliates, and their respective former, current and future equityholders, controlling persons, directors, officers, employees, agents, representatives, Affiliates, members, managers, general or limited partners, or assignees (or any former, current or future equityholder, controlling person, director, officer, employee, agent, representative, Affiliate, member, manager, general or limited partner, or assignee of any of the foregoing) from any and all manner of actions, causes of actions, claims, obligations, demands, damages, costs, expenses, compensation or other relief, whether known or unknown, whether in law or equity, arising out of or relating to or accruing from their service as an officer or director of the Company or Common Stockholder prior to the Closing. Notwithstanding the foregoing or anything herein to the contrary, nothing herein shall preclude the Parent or its Affiliates from: (i) seeking or obtaining any remedy for Fraud or (ii) enforcing, against the applicable party thereto, any covenant or agreement that by its terms contemplates performance in whole or in part after the Closing.

ARTICLE VII

CONDITIONS TO CLOSING

7.01 Conditions to the Parent's and the Merger Sub's Obligations. The obligations of the Parent and the Merger Sub to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or, if permitted by applicable Law, waiver by the Parent and the Merger Sub in writing) of the following conditions as of the Closing Date:

(a) (i) The Company Fundamental Representations (without giving effect to any limitation or qualification as to materiality or Material Adverse Effect set forth therein) shall be true and correct in all but de minimis respects at and as of the Closing Date as though made at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date) and (ii) all other representations and warranties of the Company contained in Article III of this Agreement shall be true and correct (without giving effect to any limitation or qualification as to materiality or Material Adverse Effect set forth therein) at and as of the Closing Date as though made at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date), except, in the case of this clause (ii), where the failure of such representations and warranties to be so true and correct (giving effect to the applicable exceptions set forth in the Disclosure Schedules but without giving effect to any limitation or qualification as to materiality or Material Adverse Effect set forth therein) has not had, and would not

reasonably be expected to have, individually or in the aggregate with all other such failures, a Material Adverse Effect;

(b) The Company shall have performed and complied with in all material respects all of the covenants and agreements required to be performed by them under this Agreement at or prior to the Closing (other than those set forth in Section 5.07 or Section 5.09);

(c) Since the date of this Agreement, no Material Adverse Effect shall have occurred;

(d) The Merger shall have been approved and this Agreement shall have been adopted by the requisite affirmative vote (or written consent) of the stockholders of the Company in accordance with the FBCA and the Organizational Documents and the Stockholders Agreement (the "Stockholder Approval") and no more than 7% of the outstanding Common Stock shall have exercised appraisal or dissenters' rights under the FBCA unless such appraisal or dissenters' rights have been effectively withdrawn or lost;

(e) The applicable waiting periods, if any, under the HSR Act shall have expired or been terminated;

(f) No Law or Order from any Governmental Entity shall have been entered or pending which would prevent the performance of this Agreement or the consummation of any of the transactions contemplated hereby, declare unlawful the transactions contemplated by this Agreement or cause such transactions to be rescinded (it being acknowledged and agreed that a judgement, decree or order from a Governmental Entity requiring one or more of the Parties to take certain actions in order to obtain approval to consummate the transactions contemplated hereby (as discussed in Section 6.04) shall not be deemed a judgment, decree or order that would otherwise fit within the confines of this Section 7.01(f));

(g) Each of the Contracts set forth on Schedule 7.01(g) shall have been terminated as of the Closing such that no Person shall have any right or obligation thereunder from and after the Closing;

(h) Transaction Support Agreements shall have been executed by the Common Stockholders identified on Schedule 7.01(h);

(i) The Company shall have delivered to the Parent each of the following:

(i) a certificate of an authorized officer of the Company in his or her capacity as such, dated as of the Closing Date, stating that the conditions specified in Sections 7.01(a), 7.01(b) and 7.01(c) have been satisfied;

(ii) certified copies of resolutions of the requisite stockholders of the Company for the Stockholder Approval approving the consummation of the transactions contemplated by this Agreement (the "Written Consent");

(iii) a duly executed certificate, in form and substance as prescribed by Treasury Regulations promulgated under Code Section 1445, stating that the Company is not, and has not been, during the relevant period specified in Section 897(c)(1)(A)(ii) of the Code, a "United States real property holding corporation" within the meaning of Section 897(c) of the Code along with a notice prepared in accordance with Treasury Regulations Section 1.887-2(h) to be mailed by the Parent (together with copies of the certificate described above) to the IRS;

(iv) a copy of each Ancillary Agreement to which the Securityholder Representative or the Company is party, duly executed on behalf of the Securityholder Representative or the Company, as applicable;

(v) certified copies of (1) the Organizational Documents of the Company, and (2) the resolutions or consents of the Board of Directors of the Company authorizing and approving the execution, delivery and performance of this Agreement and each of the Ancillary Agreements to which the Company is party and the consummation of the transactions contemplated hereby and thereby; and

(vi) resignations, effective as of the Closing and in otherwise in form and substance reasonably satisfactory to the Parent, of each director and officer of the Company as of the Closing set forth on Schedule 7.01(i)(vi); and

(j) The Escrow Agreement shall have been executed and delivered by the parties thereto (other than the Parent).

If the Closing occurs, all Closing conditions set forth in this Section 7.01 which have not been fully satisfied as of the Closing shall be deemed to have been waived by the Parent and the Merger Sub.

7.02 Conditions to the Company's Obligations. The obligation of the Company to consummate the transactions contemplated by this Agreement is subject to the satisfaction (or, if permitted by applicable Law, waiver by the Company in writing) of the following conditions as of the Closing Date:

(a) (i) The Parent Fundamental Representations (without giving effect to any limitation or qualification as to materiality or Material Adverse Effect set forth therein) shall be true and correct in all material respects at and as of the Closing Date as though made at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date) and (ii) all other representations and warranties contained in Article IV of this Agreement shall be true and correct (without giving effect to any limitation or qualification as to materiality or Parent Material Adverse Effect set forth therein) at and as of the Closing Date as though made at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date), except, in the case of this clause (ii), where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to materiality or Parent Material Adverse Effect set forth therein) has not had, and would not reasonably be expected to have, individually or in the aggregate with all other such failures, a Parent Material Adverse Effect;

(b) The Parent and the Merger Sub shall have performed and complied with in all material respects all the covenants and agreements required to be performed by them under this Agreement at or prior to the Closing;

(c) The Stockholder Approval shall have been obtained;

(d) The applicable waiting periods, if any, under the HSR Act shall have expired or been terminated;

(e) No Law or Order from any Governmental Entity shall have been entered or pending which would prevent the performance of this Agreement or the consummation of any of the transactions contemplated hereby, declare unlawful the transactions contemplated by this Agreement or cause such transactions to be rescinded (it being acknowledged and agreed that a judgement, decree or order from a Governmental Entity requiring one or more of the Parties to take certain actions in order to obtain approval to consummate the transactions contemplated hereby (as discussed in Section 6.04) shall not be deemed a judgment, decree or order that would otherwise fit within the confines of this Section 7.02(e)); and

(f) The Parent shall have delivered to the Company each of the following:

(i) a certificate of an authorized officer of the Parent and the Merger Sub in his or her capacity as such, dated as of the Closing Date, stating that the preconditions specified in Sections 7.02(a) and 7.02(b), as they relate to such entity, have been satisfied;

(ii) certified copies of resolutions of the requisite holders of the voting shares of the Merger Sub approving the consummation of the transactions contemplated by this Agreement; and

(iii) certified copies of the resolutions duly adopted by the Parent's Board of Directors (or its equivalent governing body) and the Merger Sub's Board of Directors authorizing the execution, delivery and performance of this Agreement;

(iv) a copy of each Ancillary Agreement to which the Parent or the Merger Sub is party, duly executed on behalf of the Parent or the Merger Sub, as applicable; and

(g) The Escrow Agreement shall have been executed and delivered by the Parent and the Escrow Agent.

If the Closing occurs, all closing conditions set forth in this Section 7.02 which have not been fully satisfied as of the Closing shall be deemed to have been waived by the Company.

ARTICLE VIII

SURVIVAL

8.01 Survival. The Parties, intending to modify any applicable statute of limitations, agree that (a) representations and warranties in this Agreement and in any certificate delivered pursuant hereto shall terminate effective as of the Closing and shall not survive the Closing for any purpose, and thereafter there shall be no liability on the part of, nor shall any claim be made by, any Party or any of their respective Affiliates in respect thereof, and (b) after the Closing, there shall be no liability on the part of, nor shall any claim be made by, any Party or any of their respective Affiliates in respect of any covenant or agreement to be performed prior to the Closing; provided, however, nothing in this Section 8.01 shall be construed to modify, limit or supersede Section 9.02. Notwithstanding the foregoing or anything herein to the contrary, nothing herein shall preclude the Parent or its Affiliates from (x) solely for purposes of a claim for Fraud described in the immediately following clause (y), reasonably relying on any representations and warranties made by the Company or the Securityholders in Article III or the certificate delivered pursuant to Section 7.01(i)(i), (y) seeking or obtaining any remedy in the case of Fraud against any Person that committed such Fraud or (z) enforcing, against the applicable party thereto, any covenant or agreement that by its terms contemplates performance in whole or in part after the Closing.

ARTICLE IX

TERMINATION

9.01 Termination. This Agreement may be terminated at any time prior to the Closing only as follows:

(a) by the mutual written consent of the Parent and the Company;

(b) by the Parent if the Stockholder Approval shall not have been obtained within ten (10) Business Days following the date hereof;

(c) by the Parent, if any of the representations or warranties of the Company set forth in Article III shall not be true and correct, or if the Company has failed to perform any covenant or agreement on the part of the Company set forth in this Agreement (including an obligation to consummate the Closing), such that the conditions to the Closing set forth in either Section 7.01(a) or Section 7.01(b) would not be satisfied as of the Closing Date and the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, are not cured prior to the earlier of (i) twenty (20) Business Days after written notice thereof is delivered to the Company and (ii) the Outside Date; *provided* that the Parent and/or the Merger Sub is not then in breach of this Agreement so as to cause the conditions to the Closing set forth in either Section 7.02(a) or Section 7.02(b) not to be satisfied as of the Closing Date (and such conditions have not been waived by the Company);

(d) by the Company, if any of the representations or warranties of the Parent or the Merger Sub set forth in Article IV shall not be true and correct, or if the Parent or the Merger Sub has failed to perform any covenant or agreement on the part of the Parent

or the Merger Sub, respectively, set forth in this Agreement (including an obligation to consummate the Closing), such that the conditions to the Closing set forth in either Section 7.02(a) or Section 7.02(b) would not be satisfied as of the Closing Date and the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, are not cured prior to the earlier of (i) twenty (20) Business Days after written notice thereof is delivered to the Parent or the Merger Sub and (ii) the Outside Date; *provided* that the Company is not then in breach of this Agreement so as to cause the conditions to the Closing set forth in Section 7.01(a) or Section 7.01(b) to not be satisfied as of the Closing Date;

(e) by the Company, if the transactions contemplated by this Agreement shall not have been consummated on or prior to October 19, 2018 (such date, the "Outside Date"); *provided* that the Company shall not have breached in any material respect its obligations under this Agreement in any manner that shall have proximately caused the failure to consummate the transactions contemplated by this Agreement on or before the Outside Date; *provided, further* that if the Parent or Merger Sub brings any Action pursuant to Section 12.19 to enforce specifically the performance of the terms and provisions hereof, the Outside Date shall automatically be extended pursuant to Section 12.19(d);

(f) by the Parent, if the transactions contemplated by this Agreement shall not have been consummated on or prior to the Outside Date; *provided* that the Parent shall not have breached in any material respect its obligations under this Agreement in any matter that shall have proximately caused the failure to consummate the transactions contemplated by this Agreement on or before the Outside Date; *provided, further* that if the Company brings any Action pursuant to Section 12.19 to enforce specifically the performance of the terms and provisions hereof, the Outside Date shall automatically be extended pursuant to Section 12.19(d); or

(g) by the Parent or the Company, if (i) there shall be enacted any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited; or (ii) a Governmental Entity of competent jurisdiction shall have issued a nonappealable final Order, having the effect of permanently restraining, enjoining or otherwise prohibiting the Merger or the other transactions contemplated hereby (unless the Law or Order is a result of Parent's or the Company's, as applicable, failure to comply with its obligations under this Agreement).

9.02 Effect of Termination. In the event this Agreement is terminated by either the Parent or the Company as provided above, the provisions of this Agreement shall immediately become void and of no further force and effect, and there shall be no liability on the part of either the Parent, the Merger Sub, the Company, the Securityholder Representative or the Securityholders to one another, except for willful breaches of this Agreement prior to the time of such termination (other than the last sentence of Section 5.02, this Section 9.02, Section 10.01, and Article XI and Article XII hereof which shall survive the termination of this Agreement (other than the provisions of Section 12.19, which shall terminate)). For purposes of this Agreement, the failure to consummate the Closing pursuant to, and when required by, the terms of this Agreement shall constitute a willful breach hereunder. The Company may, on behalf of the Securityholders, petition a court to award damages in connection with any breach by the Parent and/or the Merger Sub of the terms and conditions set forth in this Agreement, and the Parent agrees that such

damages shall not be limited to reimbursement of expenses or out-of-pocket costs, and may include the benefit of the bargain lost by the Company and the Securityholders (taking into consideration relevant matters, including other combination opportunities and the time value of money). The Company may, additionally, on behalf of the Securityholders, enforce such award and accept damages for such breach. No termination of this Agreement shall affect the obligations contained in the Confidentiality Agreement, all of which obligations shall survive termination of this Agreement in accordance with their terms. For clarity, the terms of the Confidentiality Agreement and the Limited Guaranty shall continue to survive any termination of this Agreement.

ARTICLE X

ADDITIONAL COVENANTS

10.01 Securityholder Representative.

(a) Appointment. In addition to the other rights and authority granted to the Securityholder Representative elsewhere in this Agreement, upon and by virtue of the approval of the requisite holders of Common Stock, all of the Securityholders collectively and irrevocably constitute and appoint the Securityholder Representative as their agent, attorney-in-fact and representative to act from and after the date hereof and to do any and all things and execute any and all documents which the Securityholder Representative determines may be necessary, convenient or appropriate to facilitate the consummation of the transactions contemplated by this Agreement or otherwise to perform the duties or exercise the rights granted to the Securityholder Representative hereunder or any agreements ancillary hereto, including: (i) execution of the documents and certificates pursuant to this Agreement; (ii) receipt and, if applicable, forwarding of notices and communications pursuant to this Agreement; (iii) administration of the provisions of this Agreement; (iv) giving or agreeing to, on behalf of all or any of the Securityholders, any and all consents, waivers, amendments or modifications deemed by the Securityholder Representative, in its sole and absolute discretion, to be necessary or appropriate under this Agreement and the execution or delivery of any documents that may be necessary or appropriate in connection therewith; (v) amending this Agreement or any of the instruments to be delivered to the Parent or the Merger Sub pursuant to this Agreement; (vi) (A) disputing or refraining from disputing, on behalf of each Securityholder relative to any amounts to be received by such Securityholder under this Agreement or any agreements contemplated hereby, any claim made by the Parent or the Merger Sub under this Agreement or other agreements contemplated hereby, (B) negotiating and compromising, on behalf of each such Securityholder, any dispute that may arise under, and exercising or refraining from exercising any remedies available under, this Agreement or any other agreement contemplated hereby, and (C) executing, on behalf of each such Securityholder, any settlement agreement, release or other document with respect to such dispute or remedy; and (vii) engaging attorneys, accountants, agents or consultants on behalf of the Securityholders in connection with this Agreement or any other agreement contemplated hereby and paying any fees related thereto.

(b) Authorization. Notwithstanding Section 10.01(a), in the event that the Securityholder Representative is of the opinion that it requires further authorization or advice from the Securityholders on any matters concerning this Agreement, the Securityholder Representative shall be entitled to seek such further authorization from the

Securityholders prior to acting on their behalf. In such event, each Securityholder shall vote in accordance with the pro rata portion of the Merger Consideration paid or payable to such Securityholder in accordance with this Agreement and the authorization of a majority of such Persons shall be binding on all of the Securityholders and shall constitute the authorization of the Securityholders. The appointment of the Securityholder Representative is coupled with an interest and shall be irrevocable by any Securityholder in any manner or for any reason. This authority granted to the Securityholder Representative shall not be affected by the death, illness, dissolution, disability, incapacity or other inability to act of any principal pursuant to any applicable Law. Shareholder Representative Services LLC, a Colorado limited liability company, hereby accepts its appointment as the initial Securityholder Representative. The Company, the Parent, the Merger Sub and the Escrow Agent shall be entitled to rely on the actions taken by the Securityholder Representative without independent inquiry into the capacity of the Securityholder Representative to so act.

(c) Resignation; Vacancies. The Securityholder Representative may resign from its position as Securityholder Representative at any time by written notice delivered to the Parent and the Securityholders. If there is a vacancy at any time in the position of the Securityholder Representative for any reason, such vacancy shall be filled by the majority vote in accordance with the method set forth in Section 10.01(b) above.

(d) No Liability. All acts of the Securityholder Representative hereunder in its capacity as such shall be deemed to be acts on behalf of the Securityholders and not of the Securityholder Representative individually. The Securityholder Representative shall not have any liability for any amount owed to the Parent by the Securityholders pursuant to this Agreement, including Sections 1.09 or 1.10, in its capacity as the Securityholder Representative. Except as otherwise set forth in this Agreement, the Securityholder Representative shall not be liable to the Company, the Securityholders or any other Person in his or its capacity as the Securityholder Representative, for any liability of a Securityholder or otherwise, or for anything which it may do or refrain from doing in connection with this Agreement or any agreement ancillary hereto. The Securityholder Representative shall not be liable to the Securityholders, in his or its capacity as the Securityholder Representative, for any liability of a Securityholder or otherwise, or for any error of judgment, or any act done or step taken or omitted by it in good faith, or for any mistake in fact or Law, or for anything which it may do or refrain from doing in connection with this Agreement or any agreement ancillary hereto, except in the case of the Securityholder Representative's gross negligence or willful misconduct as determined in a final and non-appealable judgment of a court of competent jurisdiction. The Securityholder Representative may seek the advice of legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Agreement or its duties or rights hereunder, and it shall incur no liability in its capacity as the Securityholder Representative to the Parent, the Merger Sub, the Company, or the Securityholders and shall be fully protected with respect to any action taken, omitted or suffered by it in good faith in accordance with the advice of such counsel. The Securityholder Representative shall not by reason of this Agreement have a fiduciary relationship in respect of any Securityholder.

(e) Indemnification; Expenses. The Securityholder Representative may use the Representative Amount to pay any fees, costs, expenses or other obligations incurred by the Securityholder Representative acting in its capacity as such. Without limiting the

foregoing, each Securityholder shall, only to the extent of such Securityholder's Pro Rata Share thereof, indemnify and defend the Securityholder Representative and hold the Securityholder Representative harmless against any loss, damage, cost, Liability or expense (including the fees and expenses of counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively, "Representative Losses") actually incurred without fraud, gross negligence or willful misconduct by the Securityholder Representative (as determined in a final and non-appealable judgment of a court of competent jurisdiction) and arising out of or in connection with the acceptance, performance or administration of the Securityholder Representative's duties under this Agreement or any agreements ancillary hereto, in each case as such Representative Loss is suffered or incurred. Any Representative Losses incurred by the Securityholder Representative in connection with the performance of its duties under this Agreement shall not be the personal obligation of the Securityholder Representative but shall be payable by and attributable to the Securityholders based on each such Securityholder's Pro Rata Share. In no event will the Securityholder Representative be required to advance its own funds on behalf of the Securityholders or otherwise. Notwithstanding anything to the contrary in this Agreement, the Securityholder Representative shall be entitled and is hereby granted the right to set off and deduct from any amounts owed to the Securityholders any unpaid or non-reimbursed Representative Losses at such time as such amounts would otherwise be distributable to the Securityholders. Additionally, in connection with any unpaid or non-reimbursed Representative Losses, the Securityholder Representative shall be entitled and is hereby granted the right to direct any funds that would otherwise be actually payable to the Securityholders from the Escrow Account to itself no earlier than the date such payments are actually made. The Securityholder Representative may also from time to time submit invoices to the Securityholders covering such Representative Losses, which shall be paid by the Securityholders promptly following the receipt thereof based on their respective Pro Rata Share. None of the foregoing shall prevent the Securityholder Representative from seeking any remedies available to it at law or otherwise. 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 Securityholders set forth elsewhere in this Agreement are not intended to be applicable to the indemnities provided to the Securityholder Representative under this section. The foregoing indemnities will survive the Closing, the resignation or removal of the Securityholder Representative or the termination of this Agreement. Upon the request of any Securityholder, the Securityholder Representative shall provide such Securityholder with an accounting of all expenses and Liabilities paid by the Securityholder Representative in its capacity as such.

10.02 Disclosure Schedules. All Disclosure Schedules attached hereto (each, a "Schedule" and, collectively, the "Disclosure Schedules") are incorporated herein and expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement herein or in any of the Disclosure Schedules shall be deemed to refer to this entire Agreement, including all Disclosure Schedules. The Disclosure Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; however, any item disclosed in any part, subpart, section or subsection of the Disclosure Schedule referenced by a particular section or subsection in this Agreement shall be deemed to have been disclosed with respect to every other section and subsection in this Agreement if the relevance of such disclosure to such other section or subsection is reasonably

apparent on its face, notwithstanding the omission of an appropriate cross-reference. Any item of information, matter or document disclosed or referenced in, or attached to, the Disclosure Schedules shall not (a) be used as a basis for interpreting the terms "material", "Material Adverse Effect" or other similar terms in this Agreement or to establish a standard of materiality, (b) represent a determination that such item or matter did not arise in the ordinary course of business, (c) be deemed or interpreted to expand the scope of the Company's, the Parent's or the Merger Sub's respective representations and warranties, obligations, covenants, conditions or agreements contained herein, (d) constitute, or be deemed to constitute, an admission of liability or obligation regarding such matter, (e) represent a determination that the consummation of the transactions contemplated by this Agreement requires the consent of any third party, (f) constitute, or be deemed to constitute, an admission to any third party concerning such item or matter or (g) constitute, or be deemed to constitute, an admission or indication by the Company, the Parent or the Merger Sub that such item meets any or all of the criteria set forth in this Agreement for inclusion in the Disclosure Schedules. No disclosure in the Disclosure Schedules relating to any possible breach or violation of any agreement or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. Capitalized terms used in the Disclosure Schedules and not otherwise defined therein have the meanings given to them in this Agreement.

10.03 Certain Tax Matters. All transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with consummation of the transactions contemplated by this Agreement (collectively, "Transfer Taxes"), shall be paid 50% by the Parent and 50% by the Company (as a Transaction Expense) when due and the Parent shall, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Taxes, fees and charges.

ARTICLE XI

DEFINITIONS

11.01 Definitions. For purposes hereof, the following terms when used herein shall have the respective meanings set forth below:

"Accounting Principles" means GAAP applied as in effect at the date of the financial statement to which it refers or if there is no such financial statement, then as of the Closing Date, using and applying the same accounting principles, practices, procedures, policies and methods (with consistent classifications, judgments, elections, inclusions, exclusions and valuation and estimation methodologies) used and applied by the Company in the preparation of the audited Financial Statements, in each case, only to the extent such accounting principles, practices, procedures, policies and methods are themselves consistent with GAAP; *provided*, that if such accounting principles, practices, procedures, policies and methods and GAAP are inconsistent, the accounting principles, practices, procedures, policies and methods used in the preparation of the audited Financial Statements shall control; *provided, further*, that Accounting Principles (i) shall not include any purchase accounting or other adjustment arising out of the consummation of the transactions contemplated by this Agreement, (ii) shall be based on facts and circumstances as they exist prior to the Closing and shall exclude the effect of any act, decision or

event occurring on or after the Closing, and (iii) shall follow the defined terms contained in this Agreement.

"Accounts Receivable" means any trade accounts receivable, notes receivable, negotiable instruments and chattel paper of the Company.

"Acquisition Transaction" means any (i) reorganization, liquidation, dissolution or recapitalization involving the Company, (ii) merger or consolidation involving the Company, or (iii) sale of all or any material assets of the Company (other than sales of inventory in the ordinary course of business and sales of assets that are obsolete or no longer useful to the business of the Company) or all or any Equity Securities (including any rights to acquire, or securities convertible into or exchangeable for, any such Equity Securities, but excluding any exercises of Options set forth in Section 3.04 of the Disclosure Schedules or shares of Common Stock issued upon the exercise of any such Options).

"Additional Merger Consideration" means, as of any date of determination, without duplication, (i) any purchase price adjustments arising under Section 1.10 payable to the Securityholders (including, if applicable, the Escrow Excess Amount), plus (ii) the amount, if any, of the Representative Amount returned to the Securityholders pursuant to Section 1.05.

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "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, contract or otherwise.

"Ancillary Agreements" means the Escrow Agreement, the Paying Agent Agreement, each Transaction Support Agreement and each other agreement, certificate, instrument or other document contemplated by this Agreement.

"Antitrust Laws" means any federal, state or foreign Law, regulation or decree designed to prohibit, restrict or regulate actions for the purpose or effect of monopolization or restraint of trade or the significant impediment of effective competition.

"Articles of Incorporation" means the Amended and Restated Articles of Incorporation of the Company, as amended.

"Base Consideration" means $412,000,000.

"Business Day" means a day which is neither a Saturday or Sunday, nor any other day on which banking institutions in New York, New York are authorized or obligated by Law to close.

"Cash" means, with respect to the Company, as of the Reference Time (but before taking into account the consummation of the transaction contemplated hereby), all cash, cash equivalents and marketable securities (to the extent immediately convertible into cash) held by the Company at such time and determined in accordance with the Accounting Principles plus any security deposits. For avoidance of doubt, Cash shall (1) be calculated net of issued but uncleared checks and drafts written or issued by the Company as of the Reference Time, (2) include checks and drafts deposited for the account of the Company to the extent there has been a reduction of

receivables on account therefor, (3) exclude any bank overdrafts and (4) exclude any Restricted Cash.

"Closing Merger Consideration" means (i) the Base Consideration, minus (ii) the amount of Estimated Indebtedness, plus (iii) the amount, if any, by which the Estimated Net Working Capital exceeds the Target Net Working Capital Amount, minus (iv) the amount, if any, by which Estimated Net Working Capital is less than the Target Net Working Capital Amount, plus (v) the amount of Estimated Cash minus (vi) the amount of the Estimated Transaction Expenses, minus (vii) the Escrow Amount, and minus (viii) the Representative Amount.

"Closing Option Consideration" means, for each Vested Option, the amount equal to the product obtained by multiplying (A) the amount by which the Per Share Closing Merger Consideration exceeds the exercise price of such Option and (B) the aggregate number of shares of Common Stock underlying the Vested Option as of the Effective Time (rounded down to the nearest whole cent).

"Closing Payment Amount" means (i) the Closing Merger Consideration, less (ii) the aggregate amount of Closing Option Consideration, and less (iii) any Merger Consideration that would be due to a Dissenting Stockholder.

"Code" means the Internal Revenue Code of 1986, as amended or now in effect or as hereafter amended, including but not limited to any successor or substitute federal Tax codes or legislation.

"Common Stock" means the shares of common stock of the Company.

"Common Stockholder" means a holder of Common Stock.

"Company Employee Benefit Plan" means each "employee benefit plan" within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, and each other stock purchase, stock option, restricted stock, severance, retention, change-of-control, bonus, incentive, employment, retirement, pension, health, welfare or deferred compensation plan, policy, agreement or agreement sponsored, maintained, contributed to or required to be contributed to by the Company for the benefit of any current or former employee, directors or individual independent contractors of the Company, or with respect to which the Company has or could reasonably expected to have any liability or obligation, but excluding any government-sponsored or administered plans, programs or arrangements.

"Company Fundamental Representations" means the representations and warranties of the Company set forth in Section 3.01, Sections 3.03(a) and 3.03(c), Section 3.04(a), Section 3.04(b), Section 3.04(c), Section 3.19 and Section 3.21.

"Computer Systems" means Software, computer firmware, computer hardware, electronic data processing, telecommunications networks, network equipment, interfaces, platforms, peripherals, computer systems, and information contained therein or transmitted thereby, including any outsourced systems and processes.

"Contract" means any legally binding agreement, contract, arrangement, lease, loan agreement, security agreement, license, indenture or other similar instrument or legally binding

obligation (in each case, whether written or oral) to which the party in question is a party or otherwise bound.

"Credit Agreement" means that certain Credit Agreement, by and among Wells Fargo Bank, National Association, as Administrative Agent, the Lenders party thereto and MercuryGate International, Inc., dated as of December 12, 2016.

"Customer Contract Amendment" means, with respect to each of (i) the Software License Agreement, dated June 18, 2007, between the Company and BNSF Logistics, LLC, as amended, and (ii) the Software License Agreement, dated February 2, 2007, between the Company and Mode Transportation f/k/a Exel Transportation, as amended, an amendment in form and substance reasonably satisfactory to Parent providing that any source code released from escrow to the counterparty to such contract may be used for internal purposes only and not in competition with the Company.

"Environmental Laws" means all Laws relating to (i) the protection of natural resources or the environment, (ii) the protection of human health and safety as it pertains to exposure to Hazardous Substances, or (iii) the handling, use, presence, treatment, storage, disposal, transport, Release or threatened Release of any Hazardous Substance.

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

"ERISA Affiliate" means each Person that, at any relevant time, could be treated as a single employer with the Company pursuant to Section 4001(b) of ERISA or Section 414(b), (c), (m) or (o) of the Code.

"Equity Securities" means with respect to any Person, all (i) units, capital stock, partnership interests or other equity interests (including classes, groups or series thereof having such relative rights, powers or obligations as may from time to time be established by the issuer thereof or the governing body of its Affiliate, as the case may be, including rights, powers or duties different from, senior to or more favorable than existing classes, groups and series of units, stock and other equity interests and including any so-called "profits interests") or securities or agreements providing for profit participation features, equity appreciation rights, phantom equity or similar rights to participate in profits, (ii) warrants, options or other rights to purchase or otherwise acquire, or contracts or commitments that could require the issuance of, securities described in the foregoing clause of this definition and (iii) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into securities described in the foregoing clauses of this definition.

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

"Escrow Agent" means SunTrust Bank, or another escrow agent reasonably acceptable to the Parent and the Securityholder Representative.

"Ex-Im Laws" means all U.S. and non-U.S. Laws relating to export, reexport, transfer, and import controls, including, without limitation, the Export Administration Regulations and the customs and import Laws administered by U.S. Customs and Border Protection.

"Final Merger Consideration" means (i) the Base Consideration, minus (ii) the amount of Indebtedness as finally determined pursuant to Section 1.09, plus (iii) the amount, if any, by which the Net Working Capital as finally determined pursuant to Section 1.09 exceeds the Target Net Working Capital Amount, minus (iv) the amount, if any, by which the Net Working Capital as finally determined pursuant to Section 1.09 is less than the Target Net Working Capital Amount, plus (v) the amount of Cash as finally determined pursuant to Section 1.09, minus (vi) the amount of the Transaction Expenses as finally determined pursuant to Section 1.09, minus (vii) the Escrow Amount, and minus (viii) the Representative Amount.

"Fraud" means, with respect to any Person, such Person's actual and intentional common law fraud in the making of any representation or warranty in Article III or Article IV of this Agreement or in a certificate delivered pursuant to Section 7.01(i)(i) or Section 7.02(f)(i), as applicable, with intent to deceive another Person to induce such Person to enter into this Agreement or consummate the Closing; provided, that, for purposes of this Agreement, (i) a claim for Fraud against the Company shall be deemed to be intentional if any of Monica Wooden, Steve Blough or Dan Graham had actual knowledge of the failure of the applicable representation or warranty to be true and correct; (ii) each of Monica Wooden, Steve Blough and Dan Graham shall be deemed to have actual knowledge of the contents of the representations and warranties contained in this Agreement and the contents of the Schedules; and (iii) Parent and Merger Sub shall be deemed to have reasonably relied upon each of the of the representations and warranties contained in this Agreement. For the avoidance of doubt, Fraud for purposes of this Agreement is limited to actual fraud and does not include reckless, imputed or constructive fraud or other claims based on constructive knowledge.

"Fully Diluted Shares" means the sum of (x) the aggregate number of shares of Common Stock outstanding immediately prior to the Effective Time and (y) the aggregate number of shares of Common Stock underlying all In-the-Money Options immediately prior to the Effective Time (rounded down to the nearest whole share).

"GAAP" means United States generally accepted accounting principles consistently applied. With respect to the computations pursuant to Section 1.08 and Section 1.09, GAAP shall be as in effect as of the Reference Time.

"Government Official" shall mean any officer or employee of a Governmental Entity or any department, agency or instrumentality thereof, including state-owned entities, or of a public organization or any person acting in an official capacity for or on behalf of any such government, department, agency, or instrumentality or on behalf of any such public organization.

"Governmental Entity" means any federal, national, state, foreign, provincial, local or other government or any governmental, regulatory, administrative or self-regulatory authority, agency, bureau, board, commission, court, judicial or arbitral body (public or private), department, political subdivision, tribunal or other instrumentality thereof.

"Hazardous Substance" means any chemicals, materials, wastes, or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous constituents," "restricted hazardous materials," "extremely hazardous substances," "toxic substances," "contaminants," "pollutants," or "toxic pollutants," or that may

give rise to Liability or standards of conduct, under any Environmental Law, including petroleum or petroleum by-products, asbestos, lead, or polychlorinated biphenyls.

"In-the-Money Option" means any Vested Option in respect of which the Closing Option Consideration is greater than zero dollars ($0).

"Indebtedness" means, as of any particular time with respect to the Company, without duplication, (i) the unpaid principal amount of and accrued interest on all indebtedness for borrowed money, (ii) all obligations of the Company under leases required in accordance with GAAP to be capitalized on a balance sheet of the Company, (iii) all Liabilities evidenced by bonds, debentures, notes or other similar securities or instruments, (iv) all reimbursement obligations under or pursuant to letters of credit or other similar instruments or arrangements by which the Company assures a creditor against loss, to the extent any such letters of credit or similar instruments or arrangements have been drawn or have been issued in lieu of Restricted Cash (whether or not drawn), (v) all Liabilities for the deferred purchase price of property or services, as obligor or otherwise (other than trade payables and other current liabilities incurred in the ordinary course of business and included in the calculation of Net Working Capital as finally determined pursuant to this Agreement), (vi) all Liabilities of such Person under any swap, hedging, derivative or similar transaction (including breakage costs payable upon termination thereof on the Closing Date), (vii) any amounts owed to any Securityholder or Affiliate of any Securityholder for management, monitoring, advisory or other similar fees and expenses, (viii) all Liabilities for guarantees provided by the Company in respect of the indebtedness or obligations referred to in the foregoing clauses, and (ix) accrued but unpaid interest, unpaid prepayment or redemption penalties, premiums or payments and unpaid fees and expenses that are payable in connection with retirement or prepayment of any of the foregoing Liabilities. For purposes of Article I of this Agreement, Indebtedness shall mean Indebtedness, as defined above, outstanding as of the Reference Time (but before taking into account the consummation of the transactions contemplated hereby) and exclude all amounts related to the Debt Financing whenever incurred.

"Intellectual Property" means all of the following in any jurisdiction throughout the world, and all corresponding rights: (i) patents and patent applications, including continuations, divisional, continuations-in-part, renewals and reissues, inventions and improvements thereto, utility models, and industrial design rights, (ii) trademarks, service marks, trade dress, logos, domain names, and all other indicia or source or origin, and registrations and applications for registration thereof together with all of the goodwill associated therewith, (iii) copyrights (registered or unregistered), works of authorship, moral rights, rights in databases and data collections, and registrations and applications for registration thereof, and copyrightable subject matter, including rights in Software, and (iv) trade secrets and all other rights in or to confidential business or technical information including inventions, discoveries, formulae, practices, processes, procedures, ideas, specifications, engineering data, and other data, and (v) any similar, corresponding or equivalent rights to any of the foregoing (i) through (iv).

"knowledge of the Company" and "the Company's knowledge" mean the actual knowledge (after reasonable inquiry of direct reports) of Monica Wooden, Steve Blough and Dan Graham as of the applicable date, without independent investigation (and shall in no event encompass constructive, imputed or similar concepts of knowledge).

"Law" means any law (including common law), rule, regulation, ordinance, statute, common law, constitution or Order of any Governmental Entity.

"Legal Proceeding" means any judicial, administrative or arbitral actions, suits, charges, mediations, hearings, inquiries, investigations or other proceedings (public or private) commenced, brought, conducted or heard before, or otherwise involving, any Governmental Entity or arbitrator.

"Liabilities" means all indebtedness, obligations and other liabilities of a Person of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or become due and regardless of when or by whom asserted.

"Liens" means liens, security interests, licenses (other than non-exclusive licenses to Intellectual Property in the ordinary course of business), charges, mortgages, pledges, charges or encumbrances (including any conditional sale or other title retention agreement or lease in the nature thereof).

"Material Adverse Effect" means any change, effect, event, occurrence, state of facts or development that, individually or in the aggregate, has had or would have a materially adverse effect on (x) the business, assets, properties, financial condition or results of operation of the Company (y) the ability of the Company to enter into this Agreement and consummate the transactions; *provided, however*, that none of the following shall be deemed in themselves, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect: any adverse change, effect, event, occurrence, state of facts or development to the extent attributable to (i) operating, business, regulatory or other conditions in the industry in which the Company operates; (ii) general economic conditions, conditions in the securities markets, capital markets, credit markets, currency markets or other financial markets in the United States or any other country or region in the world in which the Company has material sales, including (A) changes in interest rates in the United States or any other country or region in the world in which the Company has material sales and changes in exchange rates for the currencies of any countries and (B) any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter market operating in the United States or any other country or region in the world in which the Company has material sales; (iii) any stoppage or shutdown of any U.S. government activity (including any delays in payments by government agencies or delays or failures to act by any Governmental Entity); (iv) the announcement of the transactions contemplated by this Agreement (including the identification of the Parent) or compliance with the express terms of this Agreement, or taking or omitting to take any action expressly required by this Agreement or with the Parent's prior written consent, including the impact thereof, in each case, on relationships, contractual or otherwise, with, or actual or potential loss or impairment of, clients, customers, suppliers, distributors, partners, financing sources, directors, officers or other employees and/or consultants and/or on revenue, profitability and cash flows; (v) changes after the date hereof in GAAP or any changes in applicable Laws (or the interpretation thereof by any Governmental Entity after the date hereof); (vi) the failure of the Company to meet or achieve the results set forth in any projection or forecast; *provided* that the underlying cause of the Company's failure to meet such projections or forecasts shall be taken into account to the extent not otherwise excluded hereunder; (vii) global, national or regional political, financial, economic or business

conditions, including hostilities, acts of war, sabotage or terrorism or military or police actions or any escalation, worsening or diminution of any such hostilities, acts of war, sabotage or terrorism or military or police actions; (viii) hurricanes, earthquakes, floods or other natural disasters; and (ix) any action taken by the Parent, the Merger Sub and any of their Affiliates, agents or representatives in violation of this Agreement; *provided* that, in the case of the foregoing clauses (i), (ii), (iii), (v) and (viii), such matters shall be taken into account to the extent that any such matters disproportionately impact the Company relative to other businesses in the industries in which the Company operates or participates.

"Merger Consideration" means, collectively, the Common Stock Merger Consideration and the Option Consideration.

"Net Working Capital" means (i) all current assets (excluding Cash and Tax assets) of the Company as of the Reference Time, minus (ii) all current liabilities (excluding Indebtedness, Transaction Expenses and amounts related to the Debt Financing and Tax Liabilities) of the Company as of the Reference Time, in each case, determined in accordance with the Accounting Principles.

"Non-Recourse Party" means, with respect to a Party to this Agreement, any of such Party's former, current and future equity holders, controlling persons, directors, officers, employees, agents, representatives, Affiliates, members, managers, general or limited partners, or assignees (or any former, current or future equity holder, controlling person, director, officer, employee, agent, representative, Affiliate, member, manager, general or limited partner, or assignee of any of the foregoing); *provided*, that, for the avoidance of doubt, no Party to this Agreement, the Equity Commitment Letter or the Limited Guaranty will be considered a Non-Recourse Party.

"Option" means an outstanding and unexercised stock option to purchase shares of Common Stock.

"Option Consideration" means, (1) for each In-the-Money Option, the amount equal to the sum of (A) the Closing Option Consideration and (B) the product obtained by multiplying (i) the Per Share Additional Merger Consideration by (ii) the aggregate number of shares of Common Stock underlying the Vested Option as of the Effective Time, less applicable withholding taxes, and (2) for each Option that is not an In-the-Money Option, zero dollars ($0).

"Optionholder Percentage" means the amount, expressed as a percentage, equal to the quotient obtained by dividing (i) the aggregate number of shares of Common Stock underlying all Vested Options by (ii) the Fully Diluted Shares.

"Organizational Documents" means the Bylaws of the Company, as amended through the date hereof, and the Articles of Incorporation.

"Parent Fundamental Representations" means the representations and warranties of the Parent set forth in Sections 4.01, 4.02, 4.06 and 4.10.

"Parent Material Adverse Effect" means any change, effect, event or development that, individually or in the aggregate, has had or would have a material adverse effect on the ability

of the Parent or the Merger Sub to consummate the transactions contemplated hereby (including the Equity Financing and the Debt Financing).

"Paying Agent" means Acquiom Financial LLC, a Colorado limited liability company, or another paying agent reasonably acceptable to the Parent and the Securityholder Representative.

"Permit" means each approval, permits, membership, registration, certification, accreditation, consent, order and license of a Governmental Entity.

"Permitted Liens" means (i) statutory liens for Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings by the Company (and for which appropriate reserves have been established in accordance with GAAP); (ii) mechanics', materialmens', carriers', workers', warehousemens', repairers' and similar statutory liens arising or incurred in the ordinary course of business for amounts which are not due and payable and which are not, individually or in the aggregate, material (and for which appropriate reserves have been established in accordance with GAAP); (iii) zoning, entitlement, building and other land use regulations imposed by Governmental Entities having jurisdiction over the Leased Real Property which are not violated by the current use or occupancy of such Leased Real Property or the current operation of the Company's business thereon; (iv) covenants, conditions, restrictions, easements and other similar matters of record affecting title to the Leased Real Property which do not materially impair the use or occupancy of such Leased Real Property in the operation of the Company's business currently conducted thereon; (v) public roads and highways; (vi) non-exclusive licenses of Intellectual Property granted to Company customers in the ordinary course of business consistent with past practice; (vi) liens arising under worker's compensation, unemployment insurance, social security, retirement and similar legislation (in each case to the extent related to amounts not yet due and payable), (vii) purchase money liens and liens securing rental payments under capital lease arrangements, and (viii) those items set forth on Schedule 11.01(a).

"Per Share Additional Merger Consideration" means the amount equal to the quotient obtained by dividing (i) the Additional Merger Consideration by (ii) the Fully Diluted Shares.

"Per Share Closing Merger Consideration" means the amount equal to the quotient obtained by dividing (i) (x) the Closing Merger Consideration plus (y) the product of (A) the exercise price of each In-the-Money Option multiplied by (B) the number of shares of Common Stock underlying each such In-the-Money Option immediately prior to the Effective Time (rounded down to the nearest whole cent), by (ii) the Fully Diluted Shares.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Entity or any department, agency or political subdivision thereof.

"Pro Rata Share" means, with respect to any Securityholder, the quotient (expressed as a percentage) obtained by dividing (a) the sum of (i) the number of shares of Common Stock held by such Securityholder immediately prior to the Effective Time and (ii) the number of shares of Common Stock underlying any Vested Options held by such Securityholder as of immediately

prior to the Effective Time by (b) the Fully Diluted Shares as of immediately prior to the Effective Time.

"Reference Time" means 12:01 a.m., New York time, on the Closing Date.

"Release" means any release, spill, emission, discharge, leaking, pumping, pouring, emptying, escaping, dumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment or into or out of any real property, including the movement of Hazardous Substances through or in the air, soil, surface water, groundwater or property.

"Restricted Cash" means, with respect to the Company, the aggregate amount of cash deposits (excluding security deposits) which is subject to restriction, whether contractual or pursuant to applicable Law, on the ability of the Company to freely transfer or use such cash for any lawful purpose; provided however, that Restricted Cash shall not include any cash deposits subject to a lock-box or other arrangement provided to assist the Company's management of its receivables, including, for the avoidance of doubt, its arrangements with Wells Fargo Bank, N.A or one of Wells Fargo Bank, N.A.'s Affiliates.

"Sanctioned Country" means any country or region that is or has been in the last five years the subject or target of a comprehensive embargo under Sanctions Laws (including, without limitation, Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine).

"Sanctions Laws" means all U.S. and non-U.S. Laws relating to economic or trade sanctions, including, without limitation, the Laws administered or enforced by the United States (including by OFAC or the U.S. Department of State) and the United Nations Security Council.

"Sanctioned Person" means any individual or entity that is the subject or target of sanctions or restrictions under Sanctions Laws or Ex-Im Laws, including: (i) any individual or entity listed on any applicable U.S. or non-U.S. sanctions- or export-related restricted party list, including, without limitation, OFAC's Specially Designated Nationals and Blocked Persons List; (ii) any entity that is, in the aggregate, 50 percent or greater owned, directly or indirectly, or otherwise controlled by a person or persons described in clause (i); or (iii) any national of a Sanctioned Country.

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

"Securityholder" means a Common Stockholder or a holder of a Vested Option.

"Software" means any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, and (ii) databases and compilations of data, whether machine readable or otherwise.

"Spot Rate" means, in respect of any amount expressed in a currency other than the U.S. dollar, as of any date of determination, the rate of exchange of U.S. dollars for such currency appearing in the Wall Street Journal published on the Business Day immediately prior to such date of determination.

"Stock Option Plan" means, as applicable, the 2007 MercuryGate International, Inc. Stock Option Plan, as amended and restated December 23, 2009, and the 2014 MercuryGate International Stock Award Plan, in each case, as amended or modified from time to time.

"Stockholder Percentage" means the amount, expressed as a percentage, equal to one hundred percent (100%) less the Optionholder Percentage.

"Stockholders Agreement" means the Stockholders Agreement, dated July 1, 2014, by and among the Company and the Securityholders signatory thereto, as amended or modified from to time.

"Subsidiary" means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof, or any partnership, limited liability company, association or other business entity of which a majority of the partnership, limited liability company or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof. For purposes of this definition, a Person is deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity if such Person is allocated a majority of the gains or losses of such partnership, limited liability company, association or other business entity or is or controls the managing member or general partner or similar position of such partnership, limited liability company, association or other business entity.

"Target Net Working Capital Amount" means $442,000.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, franchise, estimated, escheat, abandoned and unclaimed property, alternative minimum, add-on minimum, sales, use, transfer, real property gains, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, special assessment, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing.

"Tax Returns" means any return, election, report, information return or other document (including schedules or any related or supporting information) filed or required to be filed with any Governmental Entity or other authority in connection with the determination, assessment or collection of any Tax or the administration of any Laws or administrative requirements relating to any Tax.

"Transaction Expenses" means, to the extent not paid prior to the Effective Time, (i) all costs, fees and expenses incurred or payable by the Company (including fees and expenses of investment bankers, attorneys, accountants and other consultants and advisors, including Ernst & Young LLP and NMRS) retained by the Company in connection with the negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby; (ii) sale bonuses, change of control payments, retention payments, severance payments, or similar

payments (under agreements or arrangements in place as of immediately prior to the Closing and to which the Company is a party or is otherwise bound) payable by the Company, in each case solely in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby (including the amount of the employer portion of any employment or similar Taxes payable with respect thereto); and (iii) 50% of any Transfer Taxes.

"Transaction Support Agreement" means each transaction support agreement, substantially in the form of Exhibit J attached hereto, by and between the Parent and a Common Stockholder.

"Unvested Option" means that portion, if any, of any Option outstanding immediately prior to the Effective Time that is not a Vested Option.

"USD Equivalent" means, in respect of any amount expressed in a currency other than the U.S. dollar, the corresponding amount in U.S. dollars resulting from multiplying such amount in the applicable currency by the Spot Rate.

"Vested Option" means that portion, if any, of any Option outstanding immediately prior to the Effective Time that is or becomes vested and exercisable as of the Effective Time.

"Warburg Pincus" means WP XI Finance, L.P. and Warburg Pincus XI Partners, L.P., together with any successors and affiliated funds.

"WARN Act" means the Worker Adjustment Retraining and Notification Act of 1988 or any similar state or local Law.

11.02 Other Definitional Provisions.

(a) Accounting Terms. Accounting terms that are not otherwise defined in this Agreement have the meanings given to them under GAAP. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement shall control.

(b) Successor Laws. Any reference to any particular Code section or Law shall be interpreted to include any revision of or successor to that section or Law regardless of how it is numbered or classified.

11.03 Cross-Reference of Other Definitions. Each capitalized term listed below is defined in the corresponding Section of this Agreement:

Term	**Section No.**
Acquisition Transaction	5.04
Action	3.11
Agreement	Preface
Anti-Corruption Laws	3.19(b)
Articles of Merger	1.01(b)
Assets	3.24
Closing	2.01

Term	Section No.
Closing Balance Sheet	1.09
Closing Date	2.01
Closing Date Notice	2.01
Closing Statement	1.09
Commitment Letters	4.07
Common Stock	3.04
Common Stock Merger Consideration	1.02(a)
Company	Preface
Company Registered IP	3.10(a)
Company's Representatives	5.07(a)
Confidentiality Agreement	5.02
Continuing Employees	6.07(a)
D&O Indemnified Party	6.02(a)
Debt Commitment Letters	4.07
Debt Financing	4.07
Debt Financing Commitments	4.07
Disclosure Schedules	10.02
Dispute Resolution Arbiter	1.09
Disqualified Individual	5.08
Dissenting Share	1.12
Dissenting Stockholder	1.12
Effective Time	1.01(b)
Equity Commitment Letter	4.07
Equity Financing	4.07
Equity Financing Commitment	4.07
Escrow Account	1.11
Escrow Agreement	1.11
Escrow Amount	1.11
Escrow Excess Amount	1.10(b)
Estimated Cash	1.08
Estimated Closing Balance Sheet	1.08
Estimated Closing Statement	1.08
Estimated Indebtedness	1.08
Estimated Net Working Capital	1.08
Estimated Transaction Expenses	1.08
Excluded Shares	1.02(c)
FBCA	1.01(b)
Fee Letter	4.07
Financial Statements	3.05
Financing	4.07
Financing Commitments	4.07
Guarantor	Preface
HSR Act	3.12
Key Customer	3.25(a)
Key Supplier	3.25(b)
Latest Balance Sheet Date	3.05

Term	Section No.
Leased Real Property	3.07
Letter of Transmittal	1.04
Limited Guaranty	Preface
Material Contracts	3.09(b)
Merger	1.01(a)
Merger Sub	Preface
New Plans	6.07(a)
NMRS	12.20
Objections Statement	1.09
Offering Documents	5.07
Order	3.11
Outside Date	9.01(e)
Parachute Payment Waiver	5.08
Parent	Preface
Parent Payments	5.08
Parent's Representatives	5.02
Parties	Preface
Paying Agent Agreement	1.04
Permits	3.15
Privileged Communications	12.20
Real Property Leases	3.07
Reference Statement	1.14
Representative Amount	1.05
Representative Losses	10.01(e)
Schedule	10.02
Section 280G Payments	5.08
Securityholder Representative	Preface
Stockholder Approval	7.01(c)
Shortfall Amount	1.10(b)
Surviving Company	1.01(a)
Tax Proceeding	3.08(d)
Trade Control Laws	3.19(a)
Transfer Taxes	10.03(a)
Waived Benefits	5.08
Written Consent	7.01(f)

ARTICLE XII

MISCELLANEOUS

12.01 Press Releases and Communications. No press release or public announcement related to this Agreement or the transactions contemplated herein, or, prior to the Closing, any other announcement or communication to the employees, customers or suppliers of the Company, shall be issued or made by any Party without the joint approval of the Parent and, prior to Closing, the Company or, after the Closing, the Securityholder Representative, unless required by Law (in the reasonable opinion of counsel) in which case the Parent and the Company or the Securityholder

Representative, as applicable, shall have the right to review such press release, announcement or communication prior to issuance, distribution or publication. The Parties agree to keep the terms of this Agreement confidential, except to the extent and to the Persons to whom disclosure is required by applicable Law or for purposes of compliance with Tax and financial reporting obligations; *provided, however*, that (a) the Company and the Securityholder Representative may disclose the this Agreement and terms of hereof to the Securityholders and (b) the Parties may disclose this Agreement and the terms hereof to their respective employees, accountants, advisors and other representatives as necessary in connection with the ordinary conduct of their respective businesses (so long as such Persons agree to, or are bound by Contract to, keep the terms of this Agreement confidential and so long as the Parties shall be responsible to the other Parties for breach of this Section 12.01 or such confidentiality obligations by the recipients of its disclosure); *and, provided, further, however*, without the consent of the Parent, the Company or the Securityholder Representative, Warburg Pincus and the Parent and its Affiliates may provide the financial terms of this Agreement and general information about the subject matter of this Agreement to their respective limited partners and prospective limited partners on a confidential basis in connection with fund raising, marketing, informational or reporting activities in the ordinary course of business. Notwithstanding anything in this Agreement to the contrary, only after the Closing and the public announcement of the Merger (if any), the Securityholder Representative shall be permitted to publicly announce that it has been engaged to serve as the Securityholder Representative in connection with the Merger as long as such announcement does not disclose any of the other terms of this Agreement, the Ancillary Agreements or the transactions contemplated herein and therein.

12.02 Expenses. Except as otherwise expressly provided herein or in the Equity Commitment Letter or the Limited Guaranty, each of the Company, the Securityholders, the Parent and the Merger Sub shall pay all of their own fees and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement, including the fees and disbursements of counsel, financial advisors and accountants.

12.03 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 (a) when personally delivered, (b) when transmitted (except if not a Business Day then the next Business Day) via facsimile machine to the number set out below or via electronic mail to the address(es) set out below if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (c) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices, demands and communications, in each case to the respective Parties, shall be sent to the applicable address set forth below, unless another address has been previously specified in writing by such Party:

Notices to the Parent, Surviving Company and/or the Merger Sub:

MGI Intermediate Holdings, Inc.
c/o Summit Partners, L.P.
200 Middlefield Road, Suite 200
Menlo Park, CA 94025

Attn: C.J. Fitzgerald
Peter Rottier
Scott Ferguson
Facsimile No.: (650) 321-1188
with a copy to (which shall not constitute notice):

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attn: Brian C. Van Klompenberg, P.C.
Jon-Micheal A. Wheat, P.C.
Facsimile No.: (312) 862-2200
Email: bvanklompenberg@kirkland.com
jwheat@kirkland.com

Notices to the Securityholder Representative and, after the Closing, to the Securityholders:

Shareholder Representative Services
950 17th Street, Suite 1400
Denver, CO 80202
Attn: Managing Director
Facsimile No.: (303) 623-0294
Email: deals@srsacquiom.com

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

Nelson Mullins Riley & Scarborough LLP
201 17th Street NW, Suite 1700
Atlanta, GA 30363
Attention: Brian Galison
Facsimile: (404) 322-6050

Notices to the Company:

MercuryGate International, Inc.
200 Regency Forest Dr., Suite 400
Cary, NC 27518
Attn: Daniel Graham

with copies to (before the Closing) (which shall not constitute notice):

Nelson Mullins Riley & Scarborough LLP
201 17th Street NW, Suite 1700
Atlanta, GA 30363
Attention: Brian Galison
Facsimile: (404) 322-6050

12.04 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by the Parent, the Merger Sub or the Securityholder Representative (on behalf of the Securityholders) without the prior written consent of the non-assigning Parties; *provided*, that this Agreement, and all rights, interests and obligations hereunder, may be assigned, in whole or in part, without consent, by the Parent and the Merger Sub to any of their respective Affiliates, for collateral security purposes to any Persons providing financing to the Parent, the Merger Sub or the Surviving Company pursuant to the terms thereof (including for purposes of creating a security interest herein or otherwise assigning as collateral in respect of such financing), or to any Person that acquires all or a material portion of the capital stock or other equity interests or the assets or business of the Parent in any form of transaction. No assignment shall relieve the assigning party of any of its obligations hereunder.

12.05 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

12.06 References. The table of contents and the section and other headings and subheadings contained in this Agreement and the exhibits hereto are solely for the purpose of reference, are not part of the agreement of the Parties, and shall not in any way affect the meaning or interpretation of this Agreement or any exhibit hereto. All references to days (excluding Business Days) or months shall be deemed references to calendar days or months. All references to "$" shall be deemed references to United States dollars. Unless the context otherwise requires, any reference to a "Section," "Exhibit," "Disclosure Schedule" or "Schedule" shall be deemed to refer to a section of this Agreement, an exhibit to this Agreement or a schedule to this Agreement, as applicable. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. Words denoting any gender shall include all genders (including the neutral gender). Where a word is defined herein, references to the singular shall include references to the plural and vice versa. The phrase "to the extent" means "the degree by which" and not "if". The words "either," "or," "neither," "nor" and "any" are not exclusive. The phrase "made available to" and phrases of similar import means, with respect to any information, document or other material of the Company, that such information, document or material was made available for review in the virtual data room established by the Company or its representatives in connection with this Agreement prior to the execution of this Agreement or actually delivered (whether by physical or electronic delivery) to the Parent or its representatives at least two (2) Business Days prior to the execution of this Agreement.

12.07 Construction; Schedules. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Person. No Party shall use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement or the Disclosure Schedules or Exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not described or included in this Agreement or in any Schedule or Exhibit is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or is within or outside of the ordinary course of business for purposes of this Agreement. The information contained in this Agreement and in the Disclosure Schedules and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any Party to any third party of any matter whatsoever (including any violation of Law or breach of contract).

12.08 Amendment and Waiver. Any provision of this Agreement or the Disclosure Schedules hereto may be amended or waived only in a writing signed (a) in the case of any amendment, by the Parent, the Company (or the Surviving Company following the Closing) and the Securityholder Representative and (b) in the case of a waiver, by the Party or Parties waiving rights hereunder; *provided, however*, that after the receipt of the Stockholder Approval, any amendment to this Agreement which would require the further approval by the stockholders of the Company in accordance with the FBCA shall be effective only to the extent such further approval by such stockholders has been obtained with respect to such amendment. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default. Notwithstanding anything to the contrary contained herein, Section 9.02, Section 12.10, Section 12.11, Section 12.15(b), Section 12.16(b), Section 12.18(b) and this Section 12.08 (and in each case, the definitions related thereto) may not be modified, waived or terminated in a manner that is materially adverse to the sources of the Financing without the prior written consent of the sources of the Financing.

12.09 Complete Agreement. This Agreement, the Equity Commitment Letter, the Limited Guaranty and the documents referred to herein (including the Confidentiality Agreement) and other documents executed in connection herewith or at the Closing contain the complete agreement between the Parties and supersede any prior understandings, agreements or representations by or between the Parties, written or oral, which may have related to such subject matter in any way, including any data room agreements, bid letters, term sheets, summary issues lists or other agreements.

12.10 Third Party Beneficiaries. Certain provisions of this Agreement are intended for the benefit of the Securityholders and shall be enforceable by the Securityholder Representative on behalf of the Securityholders; *provided*, that no Securityholder shall have the right to directly take any action or enforce any provision of this Agreement, it being understood and agreed that all such actions shall be taken solely by the Securityholder Representative on behalf of the Securityholders as provided in Section 10.01 hereof. In addition, (a) the Securityholder Representative shall have the right, but not the obligation, to enforce any rights of the Company or the Securityholders under this Agreement, (b) Warburg Pincus shall have the right to enforce its rights under Sections 12.01 and 12.20, (c) the former directors and officers of the Company shall have the right to enforce their respective rights under Section 6.02, (d) the financing sources under the Debt Financing Commitments shall have right to enforce their rights under Section 9.02, Section 12.15(b) and Section 12.16(b) and (e) NMRS shall have the right to enforce its rights under

Section 12.20. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement shall be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, other than Section 12.08, Section 12.11, Section 12.18(b) and this Section 12.10 (and in each case, the definitions related thereto) which will also be for the benefit of among others, the sources of Financing.

12.11 Waiver of Trial by Jury. THE PARTIES TO THIS AGREEMENT EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, (INCLUDING THE FINANCING) IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE PARTIES TO THIS AGREEMENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

12.12 Parent Deliveries. The Parent agrees and acknowledges that all documents or other items delivered or made available to the Parent's Representatives shall be deemed to be delivered or made available, as the case may be, to the Parent for all purposes hereunder.

12.13 Delivery by Facsimile or Email. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or scanned pages via electronic mail, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any Party hereto or to any such contract, each other Party hereto or thereto shall re-execute original forms thereof and deliver them to all other Parties. No Party hereto or to any such contract shall raise the use of a facsimile machine or email to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine or email as a defense to the formation of a contract and each such Party forever waives any such defense. This Agreement is not binding unless and until signature pages are executed and delivered by each of the Company, the Parent, the Merger Sub and the Securityholder Representative.

12.14 Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one (1) Party, but all such counterparts taken together shall constitute one and the same instrument.

12.15 Governing Law.

(a) All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the exhibits and schedules hereto

shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) Notwithstanding anything to the contrary contained in this Agreement, each of the parties hereto agrees that, except as specifically set forth in the Debt Commitment Letter, all claims or causes of action (whether at law or in equity, in contract or in tort or otherwise) against any of the financing sources under the Debt Financing Commitments in any way relating to the Debt Commitment Letters or the performance thereof or the financings contemplated thereby, shall be exclusively governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to principles or rules or conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

12.16 Jurisdiction.

(a) Any suit, Action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby (whether at law or in equity, in contract or in tort) shall be brought and determined exclusively in the Delaware Court of Chancery of the State of Delaware; *provided*, that if the Delaware Court of Chancery does not have jurisdiction, any such suit, Action or proceeding shall be brought exclusively in the United States District Court for the District of Delaware or any other court of the State of Delaware, and each of the Parties hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, Action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection which it may now or hereafter have to the laying of the venue of any such suit, Action or proceeding in any such court or that any such suit, Action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, Action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 12.03 shall be deemed effective service of process on such Party.

(b) Notwithstanding the foregoing and without limiting Section 12.16(a), each of the Parties hereto agrees that it will not bring or support any suit, Action, proceeding, cross-claim or third party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against the financing sources under the Debt Financing Commitments in any way relating to this Agreement, the Debt Financing or any of the transactions contemplated hereby or thereby, including any dispute arising out of or relating in any way to the Debt Commitment Letters or any other letter or agreement related to the Debt Financing or the performance thereof, in any forum other than the federal and New York state courts located in the Borough of Manhattan within the City of New York.

12.17 Remedies Cumulative. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party shall be deemed cumulative with, and not exclusive of, any other remedy conferred hereby, or by Law or equity upon such Party, and the exercise by a

Party of any one remedy shall not preclude the exercise of any other remedy. Although the Company may pursue both a grant of specific performance and monetary damages, under no circumstances will the Company be permitted or entitled to receive both a grant of specific performance that results in the occurrence of the Closing and monetary damages (other than reimbursement of costs expended to obtain specific performance).

12.18 No Recourse.

(a) Notwithstanding any provision of this Agreement or otherwise, the Parties to this Agreement agree on their own behalf and on behalf of their respective Subsidiaries and Affiliates that this Agreement may only be enforced against, and any action, suit or claim for breach of this Agreement may only be made against, the Parties to this agreement, and no Non-Recourse Party of a Party to this Agreement shall have any liability relating to this Agreement or any of the transactions contemplated herein (except under the Equity Commitment Letter of Limited Guaranty (to the extent expressly provided therein)); provided, that this Section 12.18 shall not apply to Section 10.01, which shall be enforceable by the Securityholder Representative in its entirety against the Securityholders.

(b) Notwithstanding anything to the contrary contained in this Agreement, (i) neither any party hereto nor any of their respective subsidiaries, affiliates, directors, officers, employees, agents, partners, managers, members or stockholders (in each case, other than the Merger Sub and, from and after the Effective Time, the Surviving Company) shall have any rights or claims against any of the financing sources under the Debt Financing Commitments, in any way relating to this Agreement or any of the transactions contemplated by this Agreement, or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the financings contemplated thereby, whether at law or equity, in contract, in tort or otherwise and (ii) no Debt Financing Source shall have any liability (whether in contract, in tort or otherwise) to any party hereto or any of their respective subsidiaries, affiliates, directors, officers, employees, agents, partners, managers, members or stockholders for any obligations or liabilities of any party hereto under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the Debt Financing (in each case, other than the Merger Sub and, from and after the Effective Time, the Surviving Company), whether at law or equity, in contract, in tort or otherwise.

12.19 Specific Performance.

(a) Each of the Parties acknowledges that the rights of each Party to consummate the transactions contemplated hereby are unique and recognizes and affirms that in the event of a breach of this Agreement by any Party, money damages may be inadequate and the non-breaching Party may have no adequate remedy at Law. Accordingly, the Parties agree that prior to a valid termination of this Agreement in accordance with this Agreement, subject to and without limiting Sections 12.19(b) or (c) below (if applicable), such non-breaching Party shall have the right, in addition to any other rights and remedies

existing in its favor at Law or in equity, to enforce its rights and the other Party's obligations hereunder not only by an Action or Actions for damages but also by an Action or Actions for specific performance, injunctive and/or other equitable relief (without posting of bond or other security). The Parties expressly agree that the Company shall be entitled to specific performance as a third party beneficiary or party, as applicable, under the Equity Commitment Letter and the Limited Guaranty, subject to the respective terms thereof. Each of the Parties agrees that it shall not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement, and hereby waives (x) any defenses in any Action for an injunction, specific performance or other equitable relief, including the defense that the other Parties have an adequate remedy at Law or an award of specific performance is not an appropriate remedy for any reason at Law or equity, and (y) any requirement under Law to post a bond, undertaking or other security as a prerequisite to obtaining equitable relief.

(b) Notwithstanding anything in this Agreement to the contrary, the Parties hereby acknowledge and agree that the Company shall be entitled to specific performance to cause the Parent and/or the Merger Sub to consummate and obtain the Equity Financing and to cause the Parent and/or the Merger Sub to effect the Closing in accordance with Section 2.01, in each case, if (i) all conditions in Section 7.01 have been satisfied or waived (other than those to be satisfied at the Closing itself, each of which is capable of being, and is, satisfied or waived upon the Closing) at the time when the Closing would have occurred pursuant to the terms hereof and remain satisfied or waived, and (ii) the Company has confirmed in a written notice delivered to the Parent that (A) all conditions set forth in Section 7.02 have been satisfied (other than those to be satisfied at the Closing itself, each of which is capable of being, and is, satisfied upon the Closing) or that it is willing to waive any unsatisfied conditions in Section 7.02 at the Closing, and (B) if the Equity Financing were funded, it would take such actions that are within its control to cause the Closing to occur in accordance with this Agreement.

(c) To the extent the Parent or the Merger Sub brings any Action, claim, complaint or other proceeding, in each case, before any Governmental Entity to enforce specifically the performance of the terms and provisions of this Agreement prior to the Closing, the Outside Date shall automatically be extended by (i) the amount of time during which such Action, claim, complaint or other proceeding is pending, plus twenty (20) Business Days, or (ii) such other time period established by the court presiding over such Action, claim, complaint or other proceeding.

12.20 Waiver of Conflicts. Recognizing that Nelson Mullins Riley & Scarborough LLP ("NMRS") has acted as legal counsel to certain of the Securityholders (including Warburg Pincus and its Affiliates) and the Company and its Affiliates prior to the Closing, and that NMRS intends to act as legal counsel to certain of the Securityholders (including Warburg Pincus and its Affiliates) after the Closing, each of the Parent and the Surviving Company (including on behalf of the Company) hereby waives, on its own behalf and agrees to cause its Affiliates to waive, any conflicts that may arise in connection with NMRS representing any of the Securityholders (including Warburg Pincus and its Affiliates) and/or its Affiliates after the Closing as such representation may relate to the Parent, the Company or the transactions contemplated herein. In addition, all communications involving attorney-client communications between any Securityholders (including Warburg Pincus and its Affiliates) and its Affiliates in the course of the

negotiation, documentation and consummation of the transactions contemplated hereby (collectively, the "Privileged Communications") shall be deemed to be privileged attorney-client communications that belong solely to such Securityholders and their Affiliates (and not the Company). Accordingly, the Company shall not have access to any such Privileged Communications, or to the files of NMRS relating to such engagement, whether or not the Closing shall have occurred. Without limiting the generality of the foregoing, upon and after the Closing, (i) the applicable Securityholders and their Affiliates (and not the Company) shall be the sole holders of the attorney-client privilege with respect to the Privileged Communications, and neither the Company nor the Surviving Company shall be a holder thereof, (ii) to the extent that files of NMRS in respect of such engagement constitute property of the client, only the applicable Securityholders and their Affiliates (and not the Company) shall hold such property rights and (iii) NMRS shall have no duty whatsoever to reveal or disclose any such Privileged Communications or files to the Company by reason of any attorney-client relationship between NMRS and the Company or otherwise. Notwithstanding the foregoing, in the event that a dispute arises between the Parent or the Company and a third party (other than a party to this Agreement or any of their respective Affiliates) after the Closing, the Surviving Company (including on behalf of the Company) may assert the attorney-client privilege to prevent disclosure of confidential communications by NMRS to such third party; *provided, however*, that the Surviving Company may not waive such privilege without the prior written consent of the Securityholder Representative, on behalf of the Securityholders. In the event the Parent or the Surviving Company is legally required or requested by any Governmental Entity to access or obtain a copy of all or a portion of the Privileged Communications, the Parent or the Surviving Company, as applicable, shall be entitled to access or obtain a copy of and disclose the Privileged Communications to the extent necessary to comply with any such legal requirement or request; *provided* that the Parent shall promptly notify the Securityholder Representative in writing (prior to the disclosure by the Parent or the Surviving Company, as applicable, of any Privileged Communications to the extent reasonably practicable) so that the Securityholder Representative can seek a protective order and the Parent agrees to use commercially reasonable efforts (at the sole cost and expense of the Securityholder Representative on behalf of the Securityholders) to assist therewith.

12.21 USD Equivalent. To the extent computation of any amounts contemplated by this Agreement (including the Merger Consideration, the Final Merger Consideration and any of the thresholds or other amounts contemplated by Article VIII) include a currency other than U.S. dollars, such amounts shall be converted to U.S. dollars using the USD Equivalent; provided, however, that when determining the Final Merger Consideration and any pre-closing or post-closing computations thereof for purposes of Section 1.10, the USD Equivalent shall be determined using the Spot Rate on the Closing Date.

* * * *

IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger on the day and year first above written.

Parent: **MGI INTERMEDIATE HOLDINGS, INC.**

By: C.J. Fitzgerald
Its: President

Merger Sub: **MGI MERGER SUB, INC.**

By: C.J. Fitzgerald
Its: President

IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger on the day and year first above written.

Company: **MERCURYGATE INTERNATIONAL, INC.**

By: Monica Wooden

Its: CEO

[Signature Page to Merger Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger on the day and year first above written.

Securityholder Representative:

SHAREHOLDER REPRESENTATIVE SERVICES LLC,
solely in its capacity as the Securityholder Representative

By: Radha Subramanian
Name: Radha Subramanian
Its: Senior Director

AMENDMENT NO. 1
TO
AGREEMENT AND PLAN OF MERGER

THIS AMENDMENT NO. 1 TO AGREEMENT AND PLAN OF MERGER (this "Amendment") is entered into as of August 22, 2018, by and among MercuryGate International, Inc., a Florida corporation (the "Company"), MGI Intermediate Holdings, Inc., a Delaware corporation (the "Parent"), MGI Merger Sub, Inc., a Florida corporation and wholly owned Subsidiary of the Parent (the "Merger Sub"), and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the representative, agent and attorney-in-fact for the Company's securityholders (the "Securityholder Representative"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Merger Agreement (as defined below).

WHEREAS, the parties hereto have entered into that certain Agreement and Plan of Merger, dated as of July 23, 2018 (the "Merger Agreement"), pursuant to which (among other things) the Merger Sub will be merged with and into the Company, with the Company surviving as the wholly owned subsidiary of Parent; and

WHEREAS, pursuant to Section 12.08 of the Merger Agreement, the parties may amend the Merger Agreement at any time with a written instrument signed by the Parent, the Company and the Securityholder Representative.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

1. Amendments to Merger Agreement.

(a) Addition of Certain Defined Terms. The following definitions shall be added in the appropriate alphabetical order to Section 11.01 of the Merger Agreement:

> "Rollover Agreements" means the Contribution and Exchange Agreements, each dated on or prior to the Closing Date, entered into by and among Topco, on the one hand, and each of the Rollover Securityholders, on the other hand.
>
> "Rollover Amount" means the sum of the "Rollover Amounts" set forth in the Rollover Agreements.
>
> "Rollover Shares" means the shares of Common Stock contributed by the Rollover Securityholders to Topco pursuant to the Rollover Agreements.
>
> "Rollover Securityholders" means each Securityholder that is party to a Rollover Agreement.

"Rollover Transaction" means, collectively, the transactions contemplated by the Rollover Agreements.

"Topco" means MGI Holding Company, LP, a Delaware limited partnership.

(b) Amendment to Certain Defined Terms. The defined terms below are hereby deleted in their entirety and replaced with the following:

"Ancillary Agreements" means the Escrow Agreement, the Paying Agent Agreement, each Transaction Support Agreement, the Rollover Agreements and each other agreement, certificate, instrument or other document contemplated by this Agreement.

"Closing Merger Consideration" means (i) the Base Consideration, minus (ii) the amount of Estimated Indebtedness, plus (iii) the amount, if any, by which the Estimated Net Working Capital exceeds the Target Net Working Capital Amount, minus (iv) the amount, if any, by which Estimated Net Working Capital is less than the Target Net Working Capital Amount, plus (v) the amount of Estimated Cash, minus (vi) the amount of the Estimated Transaction Expenses, minus (vii) the Escrow Amount, minus (viii) the Representative Amount, minus (ix) the Rollover Amount.

(c) Amendment to Section 1.10. Section 1.10 of the Merger Agreement is hereby deleted in its entirety and replaced with the following:

1.10 Post-Closing Adjustment Payment.

(a) If the Final Merger Consideration is greater than the Closing Merger Consideration, (i) the Parent shall promptly (but in any event within two (2) Business Days following the final determination of the Final Merger Consideration) pay to (A) the Paying Agent (for distribution to the Common Stockholders and the Rollover Securityholders in accordance with the Paying Agent Agreement) the Stockholder Percentage of the amount of such difference (less any fees and expenses) by wire transfer of immediately available funds to an account designated in writing by the Paying Agent to the Parent and (B) the Surviving Company (for distribution to the holders of the Vested Options) the Optionholder Percentage of the amount of such difference (less any fees and expenses) by wire transfer of immediately available funds to an account designated in writing by the Surviving Company and (ii) the Securityholder Representative and the Parent shall deliver joint written instructions to the Escrow Agent to cause the Escrow Agent to pay to (x) the Paying Agent the Stockholder Percentage of the funds in the Escrow Account (less any fees and expenses) for the benefit of the Common Stockholders and the Rollover Securityholders, and the Paying Agent shall promptly distribute to each Common Stockholder and each Rollover Securityholder its applicable portion thereof in accordance with

the Paying Agent Agreement and (y) the Surviving Company (for distribution to the holders of the Vested Options) the Optionholder Percentage of the funds in the Escrow Account (less any fees and expenses).

(b) If the Final Merger Consideration is equal to or less than the Closing Merger Consideration, the Parent and the Securityholder Representative (on behalf of the Securityholders) shall promptly (but in any event within two (2) Business Days) deliver a joint written instruction to the Escrow Agent to pay to the Parent the absolute value of such difference, if any (the "Shortfall Amount"), by wire transfer of immediately available funds to one (1) or more accounts designated by the Parent. The Shortfall Amount shall be paid solely from the funds available in the Escrow Account. In the event that the funds available in the Escrow Account are in excess of the Shortfall Amount (such excess, the "Escrow Excess Amount"), the Securityholder Representative and the Parent shall simultaneously with the delivery of the instructions described in the first sentence of this Section 1.10(b), deliver joint written instructions to the Escrow Agent to pay to (i) the Paying Agent the Stockholder Percentage of the Escrow Excess Amount (less any fees and expenses) for the benefit of the Common Stockholders and the Rollover Securityholders, and the Paying Agent shall promptly distribute to each Common Stockholder and each Rollover Securityholder its applicable portion thereof in accordance with the Paying Agent Agreement and (ii) the Surviving Company (for distribution to holders of the Vested Options) the Optionholder Percentage of the Escrow Excess Amount (less any fees and expenses). The Securityholders and the Securityholder Representative shall not have any liability for any amounts due pursuant to Section 1.09 or this Section 1.10 except to the extent of the funds available in the Escrow Account.

(d) New Section 1.15. Article I of the Merger Agreement is hereby amended to insert the following as a new Section 1.15:

1.15 Management Rollover Transaction. Prior to the Closing, Topco and the Rollover Securityholders, if any, shall have entered into the Rollover Agreements, pursuant to which each Rollover Securityholder shall contribute to Topco such Rollover Securityholder's Rollover Shares in exchange for the number of Preferred Units of Topco set forth in such Rollover Securityholder's Rollover Agreement (and in lieu of the applicable Per Share Closing Merger Consideration such Rollover Securityholder would have otherwise received in respect of his Common Stock pursuant to Section 1.02(a)), in each case, effective as of immediately prior to the Closing. Immediately following the consummation of the Rollover Transaction, Parent shall cause Topco to contribute the Rollover Shares to Parent and Parent shall accept the Rollover Shares, in each case effective immediately prior to the Effective Time. For the avoidance of doubt, nothing in this Agreement (including this Section 1.15) is intended to modify any Rollover Securityholder's right to receive the portion of the

Additional Merger Consideration due to such Rollover Securityholder pursuant to this Agreement in respect of any shares of Common Stock (including any Rollover Shares) held by such Rollover Securityholder and, notwithstanding anything to the contrary in this Agreement, the Paying Agent shall make such payments of the Additional Merger Consideration to the Rollover Securityholders if and when such amounts would have been payable pursuant to the terms of this Agreement if the transactions contemplated by the Rollover Agreements were not consumed and the Rollover Shares were instead converted to the right to receive the amounts of cash set forth in Section 1.02 of this Agreement.

(e) Amendment to Section 2.01. Section 2.01 of the Merger Agreement is hereby deleted in its entirety and replaced with the following:

2.01 The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place (a) at the offices of Nelson Mullins Riley & Scarborough LLP located at 201 17th Street NW, Atlanta, Georgia 30363 at 10:00 a.m. local time on the later to occur of (i) the second Business Day following full satisfaction or (to the extent permitted by applicable law) waiver of all of the conditions set forth in Article VII hereof (other than those to be satisfied at the Closing itself, but subject to the satisfaction or waiver of such conditions), and (ii) August 23, 2018, or (b) at such other place, date and/or time as is mutually agreed to in writing by the Parent and the Company. The date and time of the Closing are referred to herein as the "Closing Date."

(f) Amendment to Section 11.03. Section 11.03 of the Merger Agreement is hereby amended by deleting "Closing Date Notice" therefrom.

2. Effect of Amendment. All terms and provisions of the Merger Agreement shall continue in full force and effect except as expressly modified by this Amendment. Each reference in the Merger Agreement (or in any and all instruments or documents provided for in the Merger Agreement or delivered or to be delivered thereunder or in connection therewith) to "this Agreement," "hereunder," "hereof," or words of like import shall, except where the context otherwise requires, be deemed a reference to the Merger Agreement as amended hereby.

3. Counterparts. This Amendment may be executed in multiple counterparts, any one of which need not contain the signature of more than one (1) party, but all such counterparts taken together shall constitute one and the same instrument.

4. Headings. Headings contained in this Amendment are for reference purposes only and will not affect in any way the meaning or interpretation of this Amendment.

5. Incorporation of Other Provisions. The terms and provisions of Sections 12.01, 12.02, 12.03, 12.04, 12.05, 12.11, 12.15 and 12.16 of the Merger Agreement are incorporated herein by reference as if set forth herein in their entirety and shall apply *mutatis mutandis* to this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Agreement and Plan of Merger as of the date first above written.

Company: **MERCURYGATE INTERNATIONAL, INC.**

By: Monica Wooden
Name: Monica Wooden
Its: Chief Executive Officer

Parent: **MGI INTERMEDIATE HOLDINGS, INC.**

By: _____
Name: C.J. Fitzgerald
Its: President

Securityholder Representative: **SHAREHOLDER REPRESENTATIVE SERVICES LLC.**
solely in its capacity as the Securityholder Representative

By: _____
Name: Radha Subramanian
Its: Senior Director

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Agreement and Plan of Merger as of the date first above written.

Parent: **MGI INTERMEDIATE HOLDINGS, INC.**

By: _____
Name: C.J. Fitzgerald
Its: President

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Agreement and Plan of Merger as of the date first above written.

Company:

MERCURYGATE INTERNATIONAL, INC.

By: _____
Name: Monica Wooden
Its: Chief Executive Officer

Parent:

MGI INTERMEDIATE HOLDINGS, INC.

By: _____
Name: C.J. Fitzgerald
Its: President

Securityholder Representative:

SHAREHOLDER REPRESENTATIVE SERVICES LLC,
solely in its capacity as the Securityholder Representative

By: Radha Subramanian
Name: Radha Subramanian
Its: Senior Director

EXHIBIT B

Amended and Restated Articles of Incorporation

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF MERCURYGATE INTERNATIONAL, INC.

The undersigned, pursuant to the provisions of Florida Statutes Sections 607.1006, 607.1007, 607.0704 and 607.0821 of the Florida Business Corporation Act, adopts the following Amended and Restated Articles of Incorporation (the "Amended and Restated Articles of Incorporation") of MERCURYGATE INTERNATIONAL, INC., a corporation duly organized and existing under the laws of the State of Florida as filed with the Florida Department of State on March 7, 2000 (the "Corporation"), and confirms that such Amended and Restated Articles of Incorporation were duly adopted by written consent of the Shareholders and Board of Directors of the Corporation on August 23, 2018

ARTICLE ONE

The name of the corporation is MercuryGate International, Inc.

ARTICLE TWO

The address of the corporation's principal office is 200 Regency Forest Drive, Cary, NC 27518.

ARTICLE THREE

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the Florida Business Corporation Act.

ARTICLE FOUR

The total number of shares of stock that the corporation has authority to issue is fifty-five million (55,000,000) shares of Common Stock, par value one cent ($0.01) per share.

ARTICLE FIVE

The name, title and mailing addresses of each of the current directors and officers are as follows.

Name	Title	Address
Joe Juliano	Director, President and Chief Executive Officer	200 Regency Forest Drive, Cary, NC 27518
Dan Graham	Director, Chief Financial Officer and Vice President	200 Regency Forest Drive, Cary, NC 27518
Jeanne Bauer	Vice President, Human Resources	200 Regency Forest Drive, Cary, NC 27518
Angela Malley	General Counsel and Secretary	200 Regency Forest Drive, Cary, NC 27518
Ana McCloud	Controller	200 Regency Forest Drive, Cary, NC 27518
Monica Wooden	Chief Revenue Officer	200 Regency Forest Drive, Cary, NC 27518
Steve Blough	Chief Product Officer	200 Regency Forest Drive, Cary, NC 27518

ARTICLE SIX

The address of the corporation's registered office in the State of Florida is 1200 South Pine Island Road, Plantation, Florida, 33324. The name of the registered agent at such address is CT Corporation System.

ARTICLE SEVEN

The corporation is to have perpetual existence.

ARTICLE EIGHT

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the corporation is expressly authorized to make, alter or repeal the by-laws of the corporation.

ARTICLE NINE

Meeting of shareholders may be held within or without the State of Florida, as the by-laws of the corporation may provide. The books of the corporation may be kept outside the State of Florida at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation. Election of directors need not be written ballot unless the by-laws of the corporation provide.

ARTICLE TEN

To the fullest extent permitted by the Florida Business Corporation Act as the same exists or may hereafter be amended, a director of this corporation shall not be liable to the corporation or its shareholders for monetary damages for a breach of fiduciary duty as a director. Any repeal or modification of this Article Eleven shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

ARTICLE ELEVEN

The corporation reserves the right to amend, alter, change or repeal any provision contained in these articles of incorporation in the manner now or hereafter prescribed herein and by the laws of the state of Florida, and all rights conferred upon shareholders herein are granted subject to this reservation.

* * * * * * *

These Amended and Restated Articles of Incorporation of the Corporation are hereby executed this 23 day of August, 2018.

MERCURYGATE INTERNATIONAL, INC.

DocuSigned by:
By: Joe Juliano
4-8E854F9C1...
Name: Joe Juliano
Its: President and Chief Executive Officer

REGISTERED AGENT ACCEPTANCE

THE UNDERSIGNED, having been named as registered agent to accept service of process for the above stated corporation at the place designated in these amended and restated articles of incorporation, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Kathryn A Weldon, Asst. Secretary
CT Corporation System

Date: 8/22/2018