EXECUTION VERSION

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of August 23, 2018, is entered into by and among Sangoma Technologies US Inc., a Delaware corporation ("Parent"), Sangoma MergerCo, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Sub"), Digium, Inc., a Delaware corporation (the "Company"), ADTRAN, Inc., Matrix Partners VII, LP, Weston & Co. VII LLC, Tenaya Capital V-P, LP, Tenaya Capital V, LP and the Spencer Shareholders (collectively, the "Signing Shareholders"), and Danny Windham, Steve Harvey, David Deaton, Leslie Conway and Allen Dillard (collectively, the "Co-Indemnifying Managers"), and Fortis Advisors, LLC, a Delaware limited liability company, as Shareholders Representative.

RECITALS:

WHEREAS, the Board of Directors of each of the Company and Sub has approved and declared advisable, and the Board of Directors of Parent has approved, this Agreement and the merger of Sub with and into the Company, with the Company as the surviving corporation (the "Merger"), pursuant to which the shares of capital stock of the Company issued and outstanding immediately prior to the Effective Time will be converted into the right to receive the consideration set forth in this Agreement.

WHEREAS, the Board of Directors of the Company has unanimously determined that the consideration to be paid for each share of issued and outstanding capital stock of the Company in the Merger is fair to, and in the best interests of, the Company and its shareholders and has recommended that its shareholders approve and adopt this Agreement, including the Merger, upon the terms and subject to the conditions set forth herein.

WHEREAS, the Signing Shareholders and Co-Indemnifying Managers have entered into a Voting and Support Agreement with the Company and Parent concurrently with the execution of this Agreement, in the form attached hereto as Exhibit A ("Voting and Support Agreement").

WHEREAS, Danny Windham has entered into a Restrictive Covenant Agreement with the Company and Parent concurrently with the execution of this Agreement, in the form attached hereto as Exhibit B, which restrictions by their terms are effective as of the Closing Date ("Windham RCA").

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

ARTICLE I.
DEFINITIONS

Section 1.01 Definitions.

The following terms, as used herein, have the following meanings:

"Accounting Principles" has the meaning set forth in Section 2.01(g).

"Acquisition Transaction" means any transaction or series of related transactions involving (a) the disposition or acquisition of all or a material portion of the business or assets of the Company or its Subsidiary outside the ordinary course of business; (b) the sale, issuance, grant, disposition, or acquisition of (i) any capital stock or other equity security of the Company or its Subsidiary, (ii) any option, call, warrant or right (whether or not immediately exercisable) to acquire any capital stock or other equity security of the Company or its Subsidiary, or (iii) any security, instrument or obligation that is or may become convertible into or exchangeable for any capital stock or other equity security of the Company or its Subsidiary; or (c) any merger, consolidation, business combination, tender offer, share exchange, reorganization or similar transaction involving the Company or its Subsidiary; provided, however, (i) the Merger and the other transactions contemplated by this Agreement and (ii) the repurchase of capital stock or other equity securities in the ordinary course of business will not be deemed an Acquisition Transaction.

"Affected Employee" has the meaning set forth in Section 6.06(a).

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such specified Person within the meaning of the Exchange Act.

"Affiliated Person" has the meaning set forth in Section 3.26(a).

"Aggregate Closing Consideration" means (i) $28,000,000, *minus* (ii) the Escrow Fund, *minus* (iii) the Closing Indebtedness, *minus* (iv) the amount of the Shareholders Representative Fund, *plus* (v) the Working Capital Adjustment Amount (which may be negative or positive), *minus* (vi) the Transaction Expenses, *plus* (vii) the Closing Cash.

"Aggregate Common Closing Consideration" means the sum of (i) the Aggregate Consideration, minus (ii) Aggregate Preferred Closing Consideration, minus (iii) the Aggregate SOS Plan Amount, minus (iv) the Common Working Capital Escrow Amount, minus (v) Common Indemnification Escrow Amount.

"Aggregate Common Consideration Amount" means the Aggregate Common Closing Consideration plus the Common Working Capital Escrow Amount, plus the Common Indemnification Escrow Amount.

"Aggregate Consideration" means (i) $28,000,000, minus (ii) the Closing Indebtedness, plus (iii) the Working Capital Adjustment Amount (which may be negative or positive), minus (iv) the Transaction Expenses, plus (v) the Closing Cash.

"Aggregate Closing Payment" means the Aggregate Closing Consideration, *minus* the Closing Cash.

"Aggregate Per Share Common Closing Consideration" means the Aggregate Common Closing Consideration divided by the number of Fully-Diluted Common Shares.

"Aggregate Preferred Closing Consideration" shall mean the sum of (i) the Series A-1 Closing Consideration, *plus* (ii) the Series B Closing Consideration, *plus* (iii) the Series B-1 Closing Consideration.

"Aggregate Preferred Indemnification Escrow Amount" shall mean the sum of the Series A-1 Indemnification Escrow Amount, plus the Series B Indemnification Escrow Amount, plus Series B-1 Indemnification Escrow Amount.

"Aggregate Preferred Escrow Amount" shall mean the sum of the Series A-1 Escrow Amount, plus the Series B Escrow Amount, plus Series B-1 Escrow Amount.

"Aggregate Preferred Working Capital Escrow Amount" shall mean the sum of the Series A-1 Working Capital Escrow Amount, plus the Series B Working Capital Escrow Amount, plus Series B-1 Working Capital Escrow Amount.

"Aggregate SOS Plan Amount" means [redacted]% of Aggregate Consideration.

"Aggregate SOS Plan Escrow Amount" means the SOS Plan Working Capital Escrow Amount, plus the SOS Plan Indemnification Escrow Amount.

"Agreement" has the meaning set forth in the preamble of this Agreement.

"Audited Financial Statements" has the meaning set forth in Section 3.07.

"Authority" means any governmental, quasi-governmental, regulatory or administrative body, agency, authority, department, commission, board, subdivision, bureau or instrumentality, any court or tribunal of judicial authority, any arbitrator or any public, private or industry regulatory authority, whether international, national, federal, state, provincial, local, municipal or non-United States.

"Avilution" has the meaning set forth in Section 5.08(a).

"Balance Sheet" means the audited consolidated balance sheet of the Company and its Subsidiary as of December 31, 2017.

"Balance Sheet Date" means December 31, 2017.

"Benefit Plan" has the meaning set forth in Section 3.23(a).

"Business Day" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Law to be closed in the State of Alabama or in the city of Toronto, Ontario.

"Canadian Securities Laws" means applicable Canadian provincial and territorial securities laws.

"Claim Notice" has the meaning set forth in Section 9.04(a).

"Closing" has the meaning set forth in Section 2.02(a).

"Closing Cash" means the cash and cash equivalents of the Company and its Subsidiary as of the close of business on the Closing Date.

"Closing Certificate" has the meaning set forth in Section 2.01(e)(1).

"Closing Date" means the date of the Closing.

"Closing Common-Equivalent Equityholders" means all holders of Common Stock and Series A Stock outstanding immediately prior to the Effective Time (other than Dissenting Shareholders).

"Closing Equityholders" means all holders of Common Stock and Preferred Stock outstanding immediately prior to the Effective Time (other than Dissenting Shareholders).

"Closing SOS Plan Amount" means the Aggregate SOS Plan Amount less (ii) the SOS Plan Escrow Amount.

"Closing Indebtedness" means the aggregate amount of Indebtedness as of the Closing.

"Closing Working Capital" means the aggregate amount of Working Capital as of the Closing.

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

"Co-Indemnifying Managers" has the meaning set forth in the preamble of this Agreement.

"Common Indemnification Escrow Amount" means the sum of (i) $[redacted], minus (ii) the Aggregate Preferred Indemnification Escrow Amount, minus (iii) the SOS Plan Indemnification Escrow Amount.

"Common Working Capital Escrow Amount" means the sum of (i) $[redacted], minus (ii) the Aggregate Preferred Net Working Escrow Amount, minus (iii) the SOS Plan Working Capital Escrow Amount.

"Common Shareholder Rep Amount" means the sum of (i) $[redacted], minus (ii) the Series A-1 Shareholder Rep Amount, minus (iii) the Series B Shareholder Rep Amount, minus (iv) the Series B-1 Shareholder Rep Amount minus (v) the SOS Plan Shareholder Rep Amount.

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

"Common Stock Per Share Closing Consideration" has the meaning set forth in Section 2.01(b)(1).

"Company" has the meaning set forth in the preamble of this Agreement.

"Company Certificates" has the meaning set forth in Section 2.05(c)(1).

"Company Fundamental Representations" means the representations and warranties set forth in Sections 3.01 (Corporate Existence and Power), 3.02 (Authority to Execute and Perform Under Agreement), 3.05 (Capitalization; Shareholders List), 3.06 (Subsidiaries and Other Equity Investments), and 3.18 (Brokers' and Finders' Fees).

"Company IP Rights" means any and all Intellectual Property Rights owned or represented and warranted herein as being owned by the Company or its Subsidiary including all of the Intellectual Property Rights related to Asterisk.dahdi, Switchvox software and the D-series phones.

"Company Lease" has the meaning set forth in Section 3.11(f).

"Company Releasee" has the meaning set forth in Section 6.08.

"Company Securities" has the meaning set forth in Section 3.05(b).

"Confidential Information" has the meaning set forth in Section 5.09.

"Confidentiality Agreement" has the meaning set forth in Section 11.06.

"Consideration Shares" means the common shares of Sangoma, no par value. Notwithstanding any provision of this Agreement to the contrary, for all purposes under this Agreement, the Consideration Shares shall be deemed to have a value of $[redacted] per share ("Consideration Share Price Per Share").

"Contract" means any written or oral contract, license, sublicense, subcontract, settlement agreement, lease, instrument, note, or other legally binding commitment.

"Copyrights" has the meaning set forth in the definition of Intellectual Property Rights.

"Covered Person" has the meaning set forth in Section 6.05(d).

"Current Assets" means current assets of the Company and its Subsidiary which constitute: accounts receivable (including Tax receivables), inventory and prepaid expenses (including recoverable commission draws to employees), but excluding (i) the portion of any prepaid expense of which neither Parent nor the Surviving Corporation will receive the benefit following the Closing, (ii) deferred Tax assets, (iii) cash and cash equivalents, and (iv) receivables (other than recoverable commission draws to employees) from any of the Company or its Subsidiary and each of their Affiliates, directors, employees, officers or stockholders (and, Affiliates of each of the foregoing, to the extent that such receivables of such Affiliates were not created on an arm's length basis), each determined in accordance with the Accounting Principles.

"Current Liabilities" means current liabilities of the Company and its Subsidiary which constitute: accounts payable, accrued Taxes, and accrued expenses, but excluding (i) payables by the Company to its Subsidiary and its Affiliates, directors, employees, officers or stockholders and payables by the Company's Subsidiary to the Company and its Affiliates, directors,

employees, officers or stockholders, as well as, (ii) deferred Tax Liabilities, (iii) the current portion of long term debt, each determined in accordance with the Accounting Principles; (iv) deferred revenue; (v) Transaction Expenses; (vi) Closing Indebtedness; (vii) the Aggregate SOS Plan Amount, to the extent paid at Closing from Aggregate Closing Consideration or reserved for as SOS Plan Escrow Amount or SOS Plan Shareholder Rep Amount; or (viii) the amount payable to Danny Windham pursuant to the Windham RCA.

"DCS" means Digium Cloud Services, LLC, a Delaware limited liability company.

"DGCL" means the Delaware General Corporation Law.

"Disclosure Schedules" has the meaning set forth in Article III.

"Dispute Notice" has the meaning set forth in Section 9.04(c).

"Disputed Line Items" has the meaning set forth in Section 2.01(e)(2).

"Dissenting Shareholder" has the meaning set forth in Section 2.04(a).

"Dissenting Shares" has the meaning set forth in Section 2.04(a).

"Effective Time" has the meaning set forth in Section 2.01(a)(2).

"Environmental Claim" means any claim, action, cause of action, investigation, or written notice by any Person alleging potential liability arising out of, based on or resulting from (a) the presence or Release of any Hazardous Materials at any location, whether or not owned or operated by the Company or its Subsidiary, (b) exposure to any Hazardous Materials, or (c) circumstances forming the basis of any violation of any Environmental Law.

"Environmental Laws" means all federal, state, local, and foreign Laws and regulations, and all other provisions having the force or effect of law, relating to pollution or the environment, including those relating to Releases or threatened Releases of Hazardous Materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, transport, or handling of Hazardous Materials.

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

"ERISA Affiliate" has the meaning set forth in Section 3.23(a).

"Escrow Agent" has the meaning set forth in Section 2.01(h).

"Escrow Agreement" has the meaning set forth in Section 2.01(h).

"Escrow Free Closing Equityholders" means the Closing Common-Equivalent Equityholders listed on Exhibit K.

"Escrow Free SOS Participants" means the SOS Participants listed on Exhibit L.

"Escrow Free Shares" shall mean the shares of Common Stock held by the Escrow Free Closing Equityholders.

"Escrow Free Per Share Make-up Payment" means the Per Share Common Indemnification Escrow Amount, plus the Per Share Working Capital Escrow Amount.

"Escrow Fund" has the meaning set forth in Section 2.01(h).

"Estimated Closing Certificate" has the meaning set forth in Section 2.01(d).

"Estimated Common Consideration" has the meaning set forth in Section 2.01(d).

"Estimated Preferred Consideration" has the meaning set forth in Section 2.01(d).

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Excluded Shares" has the meaning set forth in Section 2.01(b)(1).

"Exercise Price" means, with respect to any Option, the initial exercise price of the shares of Common Stock represented by such Option as set forth in the applicable Stock Option between the recipient of such Option and the Company.

"FCC" has the meaning set forth in Section 3.27(a).

"Final Common Consideration" has the meaning set forth in Section 2.01(f).

"Financial Statements" has the meaning set forth in Section 3.07.

"Fully Diluted Common Shares" means the total number of shares of Common Stock that are issued and outstanding immediately prior to the Effective Time, plus the number of shares of Common Stock into which the Series A is convertible (for clarity, the number of shares of Common Stock into which the Series A is convertible is 3,000,000 shares of Common Stock and, assuming no Excluded Shares, the number of shares of Common Stock is 13,844,270 shares (with a number of Fully Diluted Common Shares, assuming no Excluded Shares, of 16,844,270 shares).

"Final Release Date" has the meaning set forth in Section 9.08.

"General Cap" means [redacted].

"Governmental Permits" has the meaning set forth in Section 3.17(b).

"Hazardous Materials" means chemicals, materials, substances, compounds, mixtures or wastes, whether man-made or naturally occurring, that is hazardous, acutely hazardous, toxic or words of similar import or regulatory effect under any Environmental Law or are otherwise regulated under, or for which liability is imposed by, any Environmental Law.

"Indebtedness" means, without duplication, (i) the principal, accrued and unpaid interest, prepayment premiums or penalties (if any) in respect of (A) indebtedness of the Company or its Subsidiary for money borrowed, whether current, short-term or long-term and whether secured or unsecured; and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which the Company or its Subsidiary is liable; (ii) all obligations of the Company or its Subsidiary for the deferred purchase price of property or services, all obligations of the Company or its Subsidiary under conditional sales contracts and all obligations of the Company or its Subsidiary under any title retention agreement; (iii) all reimbursement obligations of the Company or its Subsidiary on any letter of credit or banker's acceptance; (iv) all obligations of the type referred to in clauses (i) through (iii) of any Persons for the payment of which the Company or its Subsidiary is liable, as obligor, guarantor, or surety, including guarantees of such obligations (including under any "keep well" or similar arrangement), or such obligations that are secured by any Lien upon any property or asset owned by the Company or its Subsidiary; (v) all amounts borrowed under any revolving credit card accounts; (vi) any off balance sheet financing of the Company or its Subsidiary (but excluding all leases properly recorded under US GAAP as operating leases); (vii) the net cost of unwinding or terminating any interest rate, currency or other hedging agreements; (viii) any earnout or other such similar contingent payment liabilities of the Company or its Subsidiary; (ix) any liabilities or obligations to current or former holders of equity securities of the Company in respect of dividends or other distributions; (x) all amounts due under any future derivative, hedge, swap, collar, put, call, forward purchase or sale transaction, fixed price contract or similar arrangement; (xi) any past due accounts payable of the Company or its Subsidiary; (xii) negative cash and all outstanding checks and issued but uncleared drafts; (xiii) any amounts paid by third-parties to the Company or its Subsidiary and required to be paid to customers of the Company or its Subsidiary, whether or not due; (xiv) any amounts earned by or accrued on or before Closing with respect to employees of the Company or its Subsidiary, whether or not due, including with respect to benefits, severance or compensation, including incentive compensation (including any portion of employee or payroll Taxes of the Company or its Subsidiary associated with such amounts); (xv) any portion of any employee bonus payment in respect of fiscal 2017 that has not been paid as of the Closing (including any portion of employee or payroll Taxes of the Company or its Subsidiary associated with such amounts); and (xvi) any accrued and unpaid interest on, and any prepayment premiums, penalties, prepayment penalties, expenses, fees or similar contractual charges in respect of, any of the foregoing obligations. For the avoidance of doubt, "Indebtedness" shall not include: (A) any Current Liabilities to the extent fully taken into account in the calculation of Closing Working Capital; (B) any amounts to the extent included in the Transaction Expenses, (C) the Aggregate SOS Plan Amount, to the extent paid at Closing from Aggregate Closing Consideration or reserved for as SOS Plan Escrow Amount or SOS Plan Shareholder Rep Amount; or (D) the amount payable to Danny Windham pursuant to the Windham RCA.

"Indemnification Escrow Fund" means the $2,000,000 in Cash and Consideration Shares being contributed to the Escrow Fund pursuant to clause (ii) of Section 2.01(h).

"Indemnified Party" has the meaning set forth in Section 9.04(a).

"Indemnitor" has the meaning set forth in Section 9.04(a).

"Independent Accounting Expert" has the meaning set forth in Section 2.01(e)(3).

"Information Privacy and Security Laws" means all applicable Laws relating to privacy, data privacy, data protection, data security, anti-spam, and consumer protection, and all regulations promulgated by any Authority thereunder, including the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Information Security Management Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act, the Federal Trade Commission Act, the Privacy Act of 1974, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, Children's Online Privacy Protection Act, state data security laws, state social security number protection laws, state data breach notification laws, and laws concerning requirements for website and mobile application privacy policies and practices, call or electronic monitoring or recording or any outbound communications (including outbound calling and text messaging, telemarketing, and e-mail marketing) and all equivalent laws of any other jurisdiction.

"Initial Calculation" has the meaning set forth in Section 2.01(e)(1).

"Intellectual Property Rights" means any intellectual property or other proprietary rights, including: (a) any and all trademarks, logos, logotypes, corporate names, trade names, or service marks, including any and all common Law and statutory rights therein and therefor, and further including any and all goodwill relating thereto, registrations thereof and applications for registration therefor ("Marks"); (b) any and all internet web sites, internet domain names, and social media accounts, including all related internet protocol addresses, and including any and all common Law and statutory rights therein and therefor, together with all goodwill relating thereto and all applications and registrations therefor ("Net Names"); (c) any and all inventions, patents, patent applications and work product therefor, including any and all common Law and statutory rights therein and therefor ("Patents"); (d) any and all copyrights or other rights in works of authorship or data, including any and all common Law and statutory rights therein and therefor, and further including any and all copyright registrations thereof and applications for registration of copyright therefor ("Copyrights"); and (e) any and all know-how, trade secrets, technical information, notes, reports, drawings, works, devices, makes, models, works-in-progress, customer lists, Software and creations.

"IT Assets" has the meaning set forth in Section 3.19(g).

"Knowledge" means, where capitalized, the actual knowledge of Danny Windham, Allen Dillard, Steve Harvey, David Deaton, Leslie Conway, Matthew Jordan, Charlie Wilson and Adrian Phruksukarn and the knowledge that each such Person would have after reasonable due inquiry.

"Law" means any international, national, federal, state, provincial, local, municipal or non-United States Order, judgment, decree, constitution, law (including common law), ordinance, regulation, statute, regulation, rule, code, treaty, resolution or other requirement or rule of law of any Authority, or any procedure enacted, adopted, promulgated, applied, or followed by, any Authority.

"Liability" or "Liabilities" means liabilities, obligations or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise, and whether or not arising or related to any action, inaction or state of facts.

"Lien" means, with respect to any asset, any mortgage, lien, claim, equity, pledge, title retention agreement, hypothecation, preference, restriction, charge, lease, security interest, conditional sales Contract, or encumbrance of any kind in respect of such asset.

"Lock-Up Agreement" means a lock-up and support agreement, between Parent and each Signing Shareholder and Co-Indemnifying Manager, executed as of the date hereof, in the form attached as Exhibit C hereto.

"Losses" means all damages, awards, claims, judgments, assessments, fines, sanctions, penalties, charges, costs, expenses, Liabilities, payments, all costs and expenses of investigating any claim or other Proceeding, and any appeal therefrom, all reasonable attorneys' fees incurred in connection therewith, and, subject to Article IX, all amounts paid incident to any compromise or settlement of any such claim or Proceeding.

"Marks" has the meaning set forth in the definition of Intellectual Property Rights.

"Material Adverse Effect" means any Occurrence that, individually or in the aggregate, (a) has or would reasonably be expected to have, a material adverse effect on the assets, Liabilities, condition (financial or otherwise), results of operations or business of the Company and its Subsidiary taken as a whole, or (b) the ability of the Company, the Signing Shareholders or the Co-Indemnifying Managers to consummate the transactions contemplated hereby on a timely basis, in each case other than with respect to any matters to the extent directly or indirectly relating to or resulting from: (A) public or industry knowledge relating to the transactions contemplated by this Agreement, including the identity of the Parent, (B) economic, legislative, regulatory, political or other conditions affecting the Company or its Subsidiary or the industries in which the Company or its Subsidiary conducts business, (C) the economy, the financial or securities markets in general, or (D) any acts of terrorism, military actions, or war, or except, in the case of the foregoing clauses (A) through (D), to the extent that any such matter has had a disproportionate effect on the Company and its Subsidiary as compared to other participants in the industries in which the Company and its Subsidiary operates.

"Material Contracts" has the meaning set forth in Section 3.15(a).

"Merger" has the meaning set forth in the recitals hereof.

"Merger Certificate" has the meaning set forth in Section 2.01(a)(2).

"Merger Consideration" means the amounts payable to holders of Common Stock and Preferred Stock pursuant to Article II.

"Net Names" has the meaning set forth in the definition of Intellectual Property Rights.

"Merger Consideration Certificate" has the meaning set forth in Section 2.02(b)(3).

"Notice of Disagreement" has the meaning set forth in Section 2.01(e)(2).

"Occurrence" means any individual or set of existences, events, developments, omissions, situations, occurrences, circumstances, facts or takings.

"Open Source Materials" shall mean all software or other material that is distributed as "open source software" (meaning software licensed under conditions allowing the public generally to use, modify or distribute such software without return consideration or under the condition that if the software is used, modified, or distributed, such software or the derivative works thereof shall be disclosed in source code form to the public generally, or licensed to the public generally on the same conditions) or under any open source or similar licensing or distribution model, including under any of the following license GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD Licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL) the Sun Industry Standards License (SISL) and the Apache License.

"Options" means stock options granted by the Company pursuant to the Company's 2004 Long Term Incentive Plan.

"Order" means any decree, order, judgment, writ, award, injunction, rule, required undertaking, corrective action plan, or consent of or by an Authority.

"Organizational Documents" means the articles of incorporation, certificate of formation, certificate of incorporation, charter, bylaws, articles of formation, articles of organization, regulations, operating agreement, certificate of limited partnership, partnership agreement, limited liability company agreement and all other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation, organization or governance of a Person, including any amendments thereto.

"Outstanding Bid" means any outstanding quotation, bid, or proposal submitted by the Company or its Subsidiary for a Contract.

"Parent" has the meaning set forth in the preamble of this Agreement.

"Parent Fundamental Representations" means the representations and warranties set forth in Sections 4.01 (Corporate Existence and Power), 4.02 (Authority to Execute and Perform Under Agreement), 4.03 (Governmental Authorization; Consents), 4.04 (Non-Contravention), and 4.05 (Brokers' and Finders' Fees).

"Parent Indemnified Parties" has the meaning set forth in Section 9.02(a).

"Patents" has the meaning set forth in the definition of Intellectual Property Rights.

"Paying Agent" has the meaning set forth in Section 2.05(a).

"Paying Agent Agreement" means the paying agent agreement, dated on or about the date hereof, among Parent, Shareholders Representative and the Paying Agent.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust, unincorporated organization, Authority, group (as defined in Section 13(d) of the Exchange Act) or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Per Share Common Indemnification Escrow Amount" means (A) the Common Indemnification Escrow Amount, divided by (B) the sum of (i) the number of Fully-Diluted Common Shares, less (ii) the number of shares of Escrow Free Shares.

"Per Share Common Escrow Free Amount" means (A) the Common Indemnification Escrow Amount, divided by (B) the sum of (i) the number of Fully-Diluted Common Shares, less (ii) the number of shares of Escrow Free Shares.

"Per Share Common Working Capital Escrow Amount" means (A) the Common Working Capital Escrow Amount, divided by (B) the sum of (i) the number of Fully-Diluted Common Shares, less (ii) the number of shares of Escrow Free Shares.

"Per Share Common Shareholder Rep Amount" means the (A) Common Shareholder Rep Amount, divided by (B) the sum of (i) the number of Fully-Diluted Common Shares, less the number of shares of Escrow Free Shares.

"Per Share Common Post Closing Payments" shall mean (A) (i) the Pro Rata Post Closing Payments (Common Equivalent) of the amounts distributed by the Escrow Agent to the Closing Equityholders from the Indemnification Escrow Fund and the Working Capital Escrow Fund and the amount, if any, remitted by the Shareholders' Representative to the Closing Equityholders with respect to the Shareholders Representative Fund, divided by (ii) the sum of (1) the number of shares of Common Stock and Series A Stock, on an as if converted basis, outstanding immediately prior to the Effective Time, less (2) less the number of shares of Escrow Free Shares, and (B) any payments pursuant to Section 2.01(f).

"Per Share Series A-1 Post Closing Payments" shall mean (i) the Pro Rata Post Closing Payments (Series A-1) of the amounts distributed by the Escrow Agent to the Closing Equityholders from the Indemnification Escrow Fund and the Working Capital Escrow Fund and the amount, if any, remitted by the Shareholders' Representative to the Closing Equityholders with respect to the Shareholders Representative Fund, divided by (ii) the number of shares of Series A-1 Stock outstanding immediately prior to the Effective Time.

"Per Share Series B Post Closing Payments" shall mean the Pro Rata Post Closing Payments (Series B) of the amounts distributed by the Escrow Agent to the Closing Equityholders from the Indemnification Escrow Fund and the Working Capital Escrow Fund and the amount, if any, remitted by the Shareholders' Representative to the Closing Equityholders with respect to the Shareholders Representative Fund, divided by (ii) the number of shares of Series B Stock outstanding immediately prior to the Effective Time..

"Per Share Series B-1 Post Closing Payments" shall mean (i) Pro Rata Post Closing Payments (Series B-1) of the amounts distributed by the Escrow Agent to the Closing Equityholders from the Indemnification Escrow Fund and the Working Capital Escrow Fund and the amount, if any, remitted by the Shareholders' Representative to the Closing Equityholders

with respect to the Shareholders Representative Fund, divided by (ii) the number of shares of Series B-1 Stock outstanding immediately prior to the Effective Time.

"Personal Information" means, collectively, any information or data that can be used, directly or indirectly, alone or in combination with other information possessed or controlled by the Company or its Subsidiary, to identify an individual and any other information or data pertaining to any individual (including name, address, telephone number, email address, credit or payment card information, bank account number, financial data or account information, password combinations, customer account number, date of birth, government-issued identifier, social security number, race, ethnic origin/nationality, photograph and mental or physical health or medical information) or that is otherwise governed, regulated or protected by one or more Information Privacy and Security Laws.

"Pre-Closing Cash Payments" means any distribution or payment of cash or cash equivalents made by the Company or Subsidiary between the date hereof and Closing to the Company's shareholders or management (other than pursuant to salary or benefits, but not bonuses, paid in the ordinary course of business) or to their respective Affiliates (other than payments made in consideration to such Affiliates for arm's length transactions made in the ordinary course of business).

"Pre-Closing Tax Period" means any Tax period, or portion thereof, ending on or before the close of business on the Closing Date.

"Preferred Stock" means the Series A Stock, Series A-1 Stock, Series B Stock and Series B-1 Stock.

"Press Release" has the meaning set forth in Section 6.03.

"Pro Rata Post Closing Payments (Common-Equivalent)" shall mean [redacted]%, multiplied by a fraction, the numerator of which is Aggregate Common Consideration Amount and denominator is the sum of the Aggregate SOS Plan Amount plus the Aggregate Common Consideration Amount.

"Pro Rata Post Closing Payments (SOS Plan)" shall mean [redacted]%, multiplied by a fraction, the numerator of which is the Aggregate SOS Plan Amount and denominator is the sum of the Aggregate SOS Plan Amount plus the Aggregate Common Consideration Amount.

"Pro Rata Post Closing Payments (Series A-1)" shall mean [redacted]%

"Pro Rata Post Closing Payments (Series B)" shall mean [redacted]%

"Pro Rata Post Closing Payments (Series B-1)" shall mean [redacted]%.

"Pro Rata Percentage" shall mean, with respect to each Signing Shareholder and Co-Indemnifying Manager, 100% multiplied by a fraction, the numerator being the Aggregate Closing Consideration received by such Signing Shareholder or Co-Indemnifying Manager (including any SOS Closing Payments received thereby), and the denominator being the

Aggregate Closing Consideration received by all Signing Shareholders and Co-Indemnifying Managers (including any SOS Closing Payments received thereby).

"Proceeding" means any suit, litigation, arbitration, action, cause of action, claim, demand, lawsuit, audit, notice of violation, lawsuit, citation, summons, subpoena, inquiry, examination, investigation or proceeding by or before any arbitrator, court or other Authority, of any nature, whether at Law or in equity.

"Protected Parties" has the meaning set forth in Section 5.08(a).

"Real Properties" has the meaning set forth in Section 3.11(d).

"Release" means any release, threatened release, spill, emission, discharge, leaking, pumping, pouring, dumping, injection, deposit, disposal, dispersal, leaching, or migration of Hazardous Materials into any media (including ambient air, surface water, groundwater and surface or subsurface strata).

"Release Date" has the meaning set forth in Section 9.08.

"Releasing Parties" has the meaning set forth in Section 6.08.

"Restricted Employee" has the meaning set forth in Section 5.08(d).

"Restricted Period" has the meaning set forth in Section 5.08(a).

"Restricted Services" has the meaning set forth in Section 5.08(a).

"Returns" has the meaning set forth in Section 3.22(a).

"Representatives" means officers, directors, employees, agents, consultants, attorneys, accountants, advisors and representatives.

"R&W Insurance Policy" means the buyer-side representation and warranty insurance policy to be obtained by Parent to be issued by Gemini Insurance Company to Parent on the terms and conditions set forth on Exhibit D.

"Sangoma" means Sangoma Technologies Corporation, an Ontario corporation and the direct parent company of Parent.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Seller Indemnified Parties" has the meaning set forth in Section 9.02(b).

"Series A Per Share Closing Consideration" shall mean an amount equal to the Common Stock Per Share Closing Consideration.

"Series A Stock" means the Series A Convertible Preferred Stock of the Company, par value $0.001 per share.

"Series A-1 Aggregate Liquidation Preference Amount" shall mean, with respect to each share of Series A-1 outstanding at the Effective Time, an amount equal to $[redacted] per share.

"Series A-1 Closing Consideration" shall mean the Series A-1 Per Share Closing Consideration multiplied by the number of shares of Series A-1 Stock.

"Series A-1 Escrow Amount" shall mean the Series A-1 Indemnification Escrow Amount, plus the Series A-1 Net Working Capital Amount.

"Series A-1 Working Capital Escrow Amount" shall mean $[redacted] of the Consideration Shares and, if applicable, Cash placed in the Working Capital Escrow Fund (which constitutes approximately [redacted]% of the aggregate consideration (Cash and Consideration Shares) placed in the Working Capital Escrow Fund).

"Series A-1 Indemnification Escrow Amount" shall mean $[redacted] of the Consideration Shares and, if applicable, and Cash placed in the Indemnification Escrow Fund (which constitutes approximately [redacted]% of the aggregate consideration (Cash and Consideration Shares) placed in the Indemnification Escrow Fund).

"Series A-1 Per Share Closing Consideration" shall mean the (i) Series A-1 Per Share Liquidation Preference Amount, *minus* (ii) Series A-1 Per Share SOS Plan Amount, (iii) minus Series A-1 Per Share Working Capital Escrow Amount, minus (iv) Series A-1 Per Share Indemnification Escrow amount, *minus* (v) the Series A-1 Shareholders Rep Amount.

"Series A-1 Per Share Indemnification Escrow Amount" shall mean approximately $[redacted] of the Consideration Shares and, if applicable, Cash placed in the Indemnification Escrow Fund (for clarity, the amount of Series A-1 Indemnification Escrow Amount divided by the number of Series A-1 Stock outstanding).

"Series A-1 Per Share Liquidation Preference Amount" shall mean, with respect to each share of Series A-1 outstanding at the Effective Time, an amount equal to $[redacted] per share (with the aggregate "Series A-1 Liquidation Preference" being $[redacted] based on [redacted] shares of Series A-1 Stock being outstanding).

"Series A-1 Per Share Working Capital Escrow Amount" shall mean approximately $0.1443 of the Consideration Shares and, if applicable, Cash placed in the Working Capital Escrow Fund (for clarity, the amount of Series A-1 Working Capital Escrow Amount divided by the number of Series A-1 Stock outstanding).

"Series A-1 Per Share Shareholder Rep Amount" shall mean Series A-1 Shareholder Rep Amount, divided by the number of Series A-1 Stock outstanding (or approximately $0.00424 per share of Series A-1 Stock).

"Series A-1 Per Share SOS Plan Amount" shall mean Series A-1 SOS Plan Amount divided by the number of Series A-1 Stock outstanding.

"Series A-1 Shareholder Rep Amount" shall mean $[redacted] (consisting of [redacted]% of the amount of the Shareholders Rep Fund).

"Series A-1 SOS Plan Amount" shall mean $[redacted] (or approximately $[redacted] per share of Series A-1 Stock).

"Series A-1 Stock" means the Series A-1 Convertible Preferred Stock of the Company, par value $0.001 per share.

"Series B Aggregate Liquidation Preference Amount" shall mean, with respect to each share of Series B outstanding at the Effective Time, an amount equal to $[redacted] per share.

"Series B Closing Consideration" shall mean the Series B Per Share Closing Consideration multiplied by the number of shares of Series B Stock.

"Series B Escrow Amount" shall mean the Series B Indemnification Escrow Amount, plus the Series B Net Working Capital Amount.

"Series B Per Share Closing Consideration" shall mean the (i) Series B Per Share Liquidation Preference Amount, *minus* (ii) Series B Per Share SOS Plan Amount, (iii) minus Series B Per Share Working Capital Escrow Amount, minus (iv) Series B Per Share Indemnification Escrow amount, minus (v) the Series B Shareholders Rep Amount.

"Series B Indemnification Escrow Amount" shall mean $[redacted] of the Consideration Shares and, if applicable, Cash placed in the Indemnification Escrow Fund (which constitutes approximately [redacted]% of the aggregate consideration (Cash and Consideration Shares) placed in the Indemnification Escrow Fund).

"Series B Per Share Working Capital Escrow Amount" shall mean approximately $[redacted] of the Consideration Shares and, if applicable, Cash placed in the Working Capital Escrow Fund (for clarity, the amount of Series B Working Capital Escrow Amount divided by the number of Series B Stock outstanding).

"Series B Working Capital Escrow Amount" shall mean approximately [redacted] of the Consideration Shares and, if applicable, Cash placed in the Working Capital Escrow Fund.

"Series B Per Share Indemnification Escrow Amount" shall mean approximately $[redacted] of the Consideration Shares and, if applicable, Cash placed in the Indemnification Escrow Fund (for clarity, the amount of Series B Indemnification Escrow Amount divided by the number of shares of Series B Stock outstanding)

"Series B Per Share Liquidation Preference Amount" shall mean, with respect to each share of Series B outstanding at the Effective Time, an amount equal to $[redacted] per share (with the aggregate "Series B Liquidation Preference" being $2,000,000 based on 722,909 shares of Series B Stock being outstanding).

"Series B Per Share Shareholder Rep Amount" shall mean Series B Shareholder Rep Amount, divided by the number of Series B Stock outstanding (or approximately $[redacted] per share of Series B Stock).

"Series B Per Share SOS Plan Amount" shall mean Series B SOS Plan Amount divided by the number of Series B Stock outstanding (or approximately $[redacted] per share of Series B Stock).

"Series B Shareholder Rep Amount" shall mean $[redacted] (consisting of [redacted]% of the amount of the Shareholders Rep Fund).

"Series B SOS Plan Amount" shall mean $[redacted].

"Series B Stock" means the Series B Convertible Preferred Stock of the Company, par value $0.001 per share.

"Series B-1 Aggregate Liquidation Preference Amount" shall mean, with respect to each share of Series B-1 outstanding at the Effective Time, an amount equal to $[redacted] per share.

"Series B-1 Closing Consideration" shall mean the Series B-1 Per Share Closing Consideration multiplied by the number of shares of Series B-1 Stock.

"Series B-1 Escrow Amount" shall mean the Series B-1 Indemnification Escrow Amount, plus the Series B-1 Net Working Capital Amount.

"Series B-1 Working Capital Escrow Amount" shall mean $[redacted] of the Consideration Shares and, if applicable, Cash placed in the Working Capital Escrow Fund (which constitutes approximately [redacted]% of the aggregate consideration (Cash and Consideration Shares) placed in the Working Capital Escrow Fund).

"Series B-1 Indemnification Escrow Amount" shall mean $[redacted] of the Consideration Shares and, if applicable, Cash placed in the Indemnification Escrow Fund (which constitutes approximately [redacted]% of the aggregate consideration (Cash and Consideration Shares) placed in the Indemnification Escrow Fund).

"Series B-1 Per Share Liquidation Preference Amount" shall mean, with respect to each share of Series B-1 outstanding at the Effective Time, an amount equal to $[redacted] per share (with the aggregate "Series B-1 Liquidation Preference" being $[redacted] based on [redacted] shares of Series B-1 Stock being outstanding).

"Series B-1 Per Share Closing Consideration" shall mean the (i) Series B-1 Per Share Liquidation Preference Amount, *minus* (ii) Series B-1 Per Share SOS Plan Amount, (iii) minus Series B-1 Per Share Working Capital Escrow Amount, minus (iv) Series B-1 Per Share Indemnification Escrow amount, *minus* (v) the Series B-1 Shareholders Rep Amount.

"Series B-1 Per Share Indemnification Escrow Amount" shall mean approximately $[redacted] of the Consideration Shares and, if applicable, Cash placed in the Indemnification Escrow Fund (for clarity, the amount of Series B-1 Indemnification Escrow Amount divided by the number of Series B-1 Stock outstanding).

"Series B-1 Per Share Working Capital Escrow Amount" shall mean approximately $[redacted] of the Consideration Shares and, if applicable, Cash placed in the Working Capital

Escrow Fund (for clarity, the amount of Series B-1 Working Capital Escrow Amount divided by the number of Series B-1 Stock outstanding).

"Series B-1 Per Share Shareholder Rep Amount" shall mean Series B-1 Shareholder Rep Amount, divided by the number of Series A-1 Stock outstanding (or approximately $[redacted] per share of Series A-1 Stock).

"Series B-1 Per Share SOS Plan Amount" shall mean the Series B-1 SOS Plan Amount divided by the number of Series B-1 Stock outstanding (or approximately $[redacted] per share of Series B Stock).

"Series B-1 Shareholder Rep Amount" shall mean $[redacted] (consisting of [redacted]% of the amount of the Shareholders Rep Fund).

"Series B-1 SOS Plan Amount" shall mean $[redacted].

"Series B-1 Stock" means the Series B-1 Convertible Preferred Stock of the Company, par value $0.001 per share.

"Shareholder Approval" has the meaning set forth in Section 5.10(a).

"Shareholders List" has the meaning set forth in Section 3.05(c).

"Shareholders Representative" has the meaning set forth in Section 10.01.

"Shareholders Representative Fund" shall mean $[redacted] deposited with the Shareholders' Representative for expenses incurred by the Shareholders Representative in connection with the performance of its duties.

"Share-Only Equityholders" shall mean the Signing Shareholders and those Co-Indemnifying Managers, [redacted] and any other holders of Preferred Stock.

"Share-Only SOS Participants" shall mean the Co-Indemnifying Managers.

"Signing Excluded Claims" has the meaning set forth in Section 9.02(a)(6).

"Signing Shareholders" has the meaning set forth in the preamble of this Agreement.

"Software" means computer software programs and software systems, including all databases, compilations, tool sets, compilers, higher level of "proprietary" languages, and related documentation and materials, whether in source code, object code or human readable form.

"SOS Participants" has the meaning set forth in Section 2.01(c).

"SOS Plan" means the plan adopted by the Board of Directors of the Company providing for the payments to the SOS Participants of the SOS Plan Closing Payments and the payments with respect to the SOS Plan Working Capital Escrow Amount hereunder.

"SOS Plan Closing Payments" mean Pro Rata Post Closing Payments (SOS Plan) of the amounts distributed by the Escrow Agent to the SOS Participants from the Indemnification Escrow Fund and the Working Capital Escrow Fund and the amount, if any, remitted by the Shareholders' Representative to the SOS Participants with respect to the Shareholders Representative Fund.

"SOS Plan Working Capital Escrow Amount" means (A) the sum of (i) $[redacted], minus (ii) the Aggregate Preferred Net Working Escrow Amount, multiplied by (B) a fraction, the numerator of which is the Aggregate SOS Plan Amount and denominator is the sum of the Aggregate SOS Plan Amount plus the Aggregate Common Consideration Amount.

"SOS Plan Indemnification Escrow Amount" means (A) the sum of (i) $[redacted], minus (ii) the Aggregate Preferred Indemnification Escrow Amount, multiplied by (B) a fraction, the numerator of which is the Aggregate Carve Amount and denominator is the sum of the Aggregate SOS Plan Amount plus the Aggregate Common Consideration Amount.

"SOS Plan Escrow Amount" means the SOS Plan Working Capital Escrow Amount plus the SOS Plan Indemnification Escrow Amount.

"SOS Plan Shareholder Rep Amount" means (A) the sum of (i) $[redacted], minus (ii) the Series A-1 Shareholder Rep Amount, minus (iii) the Series B Shareholder Rep Amount, minus (iv) the Series B-1 Shareholder Rep Amount, multiplied by (B) a fraction, the numerator of which is the Aggregate Carve Amount and denominator is the sum of the Aggregate SOS Plan Amount plus the Aggregate Common Consideration Amount.

"Spencer Shareholders" means Mark Spencer, Samia Spencer and William Spencer.

"Straddle Period" has the meaning set forth in Section 6.07(a).

"Sub" has the meaning set forth in the preamble of this Agreement.

"Subsidiary" means, with respect to any specified Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other Persons performing similar functions are owned directly or indirectly by the specified Person or of which more than 50% of the voting securities or more than 50% of the other ownership interests of such entity is owned directly or indirectly by the specified Person.

"Surviving Corporation" has the meaning set forth in Section 2.01(a)(1).

"Tangible Personal Property" of a Person means all computers, automobiles, furniture, structures, fixtures, buildings, machinery, supplies and other tangible personal property owned or leased by that Person or in which that Person has any interest (including the right to use), other than the books and records of that Person.

"Tax" means (a) any net income, alternative or add on minimum tax, gross income, gross receipts, sales, use, ad valorem, value added, franchise, profits, license, withholding on amounts paid to or by the Company or its Subsidiary, payroll, employment, excise, severance, stamp occupation, premium, property, environmental or windfall profit tax, custom, duty or other tax,

governmental fee, or other like assessment or charge, together with any interest or any penalty, addition to tax or additional amount imposed by any taxing authority (a "Taxing Authority") responsible for the imposition of any such tax (domestic or foreign), (b) any Liability of the Company or its Subsidiary for the payment of any amounts of the type described in clause (a) above as a result of being a member of an affiliated, consolidated, combined or unitary group for any Pre-Closing Tax Period, and (c) any Liability of the Company or its Subsidiary for the payment of any amounts of the type described in clause (a) above with respect to any other Person, whether by contract or otherwise.

"Tax Liability" has the meaning set forth in Section 3.22(f).

"Third Party Claim" has the meaning set forth in Section 9.04(b)(1).

"Threshold Amount" has the meaning set forth in Section 9.03(a)(1).

"Transaction Documents" means (a) this Agreement, the attached schedules, and the closing certificates required to be delivered pursuant to the Agreement, (b) the Merger Certificate, (c) the Escrow Agreement, (d) the Paying Agent Agreement; (e) letters of transmittal in the Form of Exhibit E to be executed by the holders of such Common Stock or Preferred Stock, as applicable (other than Dissenting Shareholders), (f) the R&W Insurance Policy; (g) Voting and Support Agreements executed by the Signing Shareholders and Co-Indemnifying Managers concurrently with this Agreement; and (h) any other documents, agreements and writings required to be delivered pursuant to this Agreement.

"Transaction Expenses" means, to the extent not included in Working Capital (or which have been or will be paid by the Company or its Subsidiary as of Closing or have been designated herein as obligations of the Parent), (a) all fees and expenses incurred by or on behalf of the Company or its Subsidiary in connection with this Agreement, including for professional services rendered by Northland Securities, Inc. and Bradley Arant Boult Cummings LLP, (b) any commission, severance, bonus or other payment of any kind payable by the Company or its Subsidiary to management, other current or former employees or any other Person that is accelerated or triggered (in whole or in part) as a result of the execution of this Agreement or the consummation of the transactions contemplated hereby, (c) all fees and expenses of the Paying Agent, (d) one-half of the fees and expenses of the Escrow Agent, (e) all costs of the directors and officers "tail" policy as contemplated in Section 6.05(b), and (f) all costs and expenses related to the R&W Insurance Policy that are payable by the Company under Section 6.05(c); provided however, that the "Transaction Expenses" shall not be deemed to include the Aggregate SOS Plan Amount, to the extent paid at Closing from Aggregate Closing Consideration or reserved for as SOS Plan Escrow Amount or SOS Plan Shareholder Rep Amount, or the amount payable to Danny Windham pursuant to the Windham RCA.

"Unaudited Financial Statements" has the meaning set forth in Section 3.07.

"US GAAP" means United States generally accepted accounting principles.

"VoIP" has the meaning set forth in Section 3.27(d).

"WARN" has the meaning set forth in Section 3.20.

"Working Capital" means, as of any time, the aggregate amount of Current Assets *minus* the aggregate amount of Current Liabilities of the Company and its Subsidiary as of such time, in each case determined on a consolidated basis in accordance with the Accounting Principles.

"Working Capital Adjustment Amount" means (a) the amount of the Closing Working Capital *minus* (b) the Working Capital Target, which sum may be expressed as a positive or negative number, as applicable, provided in no event shall it exceed $1,700,000.

"Working Capital Escrow Fund" means the $1,700,000 in Cash and Consideration Shares being contributed to the Escrow Fund pursuant to clause (i) of Section 2.01(h).

"Working Capital Target" means $[redacted].

ARTICLE II.
THE MERGER

Section 2.01 The Merger.

(a) Structure of the Merger; Effective Time.

(1) Structure. Subject to the terms and conditions of this Agreement and in accordance with the DGCL, at the Effective Time: (i) Sub shall be merged with and into the Company, the separate existence of Sub shall cease, and the Company shall continue as the surviving corporation (the "Surviving Corporation") in the Merger; (ii) the certificate of incorporation of the Surviving Corporation shall be amended and restated to read in its entirety as set forth on Exhibit F; (iii) the bylaws of the Sub, as in effect immediately prior to the Effective Time, shall become the bylaws of the Surviving Corporation, except that references to the Sub's name shall be replaced with references to the Surviving Corporation's name; and (iv) the officers and directors of Sub immediately prior to the Effective Time shall become the officers and directors of the Surviving Corporation. From and after the Effective Time, the Merger shall have all of the effects set forth in this Agreement and the applicable provisions of the DGCL.

(2) Effective Time. The Merger shall become effective upon the filing of a Certificate of Merger, duly executed and acknowledged by the Company and the Sub, with the Secretary of State of Delaware pursuant to the DGCL, in the form of Exhibit G (the "Merger Certificate"), or at such later time and date as Parent and the Company shall agree and is specified in the Merger Certificate (the time the Merger becomes effective being the "Effective Time").

(3) Subsequent Actions. If at any time after the Effective Time the Surviving Corporation shall determine that any deeds, bills of sale, assignments, assurances, or any other actions or things are necessary to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of the Company acquired by the Surviving Corporation in connection with the Merger, then the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of the Company, such deeds, bills of sale, instruments of conveyance, assignments, and assurances and to take and do, in the name and on behalf of such

corporation or otherwise, all such other actions as may be necessary to vest, perfect or confirm any and all right, title or interest in, to or under such rights, properties, or assets in the Surviving Corporation.

(b) Conversion of Capital Stock. Subject to Sections 2.04 and 2.05(c), at the Effective Time, by operation of law and by virtue of the Merger and without any action on the part of Parent, Sub, the Company or any shareholder of the Company:

(1) each share of Common Stock (issued and outstanding immediately prior to the Effective Time (other than shares cancelled pursuant to Section 2.01(b)(8) hereof and Dissenting Shares (collectively, "Excluded Shares") and shares of Common Stock held by Escrow Free Closing Equityholders) shall be converted into the right to receive (i) an amount equal to the Aggregate Per Share Common Closing Consideration in respect of such share, plus (ii) the Per Share Common Post Closing Payments in respect of such share;

(2) each share of Common Stock held by Escrow Free Closing Equityholders issued and outstanding immediately prior to the Effective Time (other than the Excluded Shares) shall be converted into the right to receive (i) an amount equal to the Aggregate Per Share Common Closing Consideration in respect of such share, plus (ii) the Per Share Escrow Free Make-up Payment in respect of such share;

(3) each share of Series A Stock issued and outstanding immediately prior to the Effective Time (other than Excluded Shares) shall be converted into the right to receive (i) an amount equal to the Aggregate Per Share Common Closing Consideration in respect of such share, plus (ii) the Per Share Common Post Closing Payments in respect of such share;

(4) each share of Series A-1 Stock issued and outstanding immediately prior to the Effective Time (other than Excluded Shares) shall be converted into the right to receive (i) an amount equal to the Series A-1 Per Share Closing Consideration and (ii) the Per Shares Series A-1 Post Closing Payments in respect of such share;

(5) each share of Series B Stock issued and outstanding immediately prior to the Effective Time (other than Excluded Shares) shall be converted into the right to receive (i) an amount equal to the Series B Per Share Closing Consideration and (ii) the Per Shares Series B Post Closing Payments in respect of such share;

(6) each share of Series B-1 Preferred Stock issued and outstanding immediately prior to the Effective Time (other than Excluded Shares) shall be converted into the right to receive (i) an amount equal to the Series B-1 Per Share Closing Consideration and (ii) the Per Shares Series B-1 Post Closing Payments in respect of such share;

(7) each share of the capital stock of Sub issued and outstanding immediately prior to the Effective Time shall be converted into one share of the common stock of the Surviving Corporation; and

(8) each share of Common Stock and Preferred Stock issued and outstanding immediately prior to the Effective Time that is held in the treasury of the Company or owned by Parent, Sub, the Company or any of their respective Subsidiaries shall be cancelled without consideration.

(c) Options/SOS Plan.

(1) Treatment of Options. Subject to the consummation of the Merger, prior to the Effective Time, the Company shall take all necessary action to (i) terminate the Company's 2004 Long Term Incentive Plan, and (ii) permit each individual holder of an Option to purchase the Common Stock of the Company, to exercise, prior to the Effective Time, all of his or her Options which are vested prior to the Effective Time. All vested Options not so exercised shall be cancelled and no Options will be outstanding after the Effective Time.

(2) SOS Plan. The Signing Shareholders acknowledge and agree that the Company has approved the payment of the Aggregate SOS Plan Amount to the person's listed on Schedule 2.01(c) (the "SOS Participants"). The SOS Participant will be entitled to receive the applicable percentage of Closing SOS Plan Amount and, except with respect to the Escrow Free SOS Participants, a right to receive the percentage of SOS Plan Closing Payments set forth next to each such person's name, with the nature of such payments (Cash and/or Consideration Shares) set forth next to each such person's name. In addition to the payments to the Closing Equityholders pursuant to Section 2.01(b) above, the Parent shall cause the delivery of the Closing SOS Plan Amount to such SOS Participants through the Paying Agent and the SOS Plan Escrow Amounts, on behalf of such SOS Participants (as applicable), to the Escrow Agent, subject to Section 6.09 hereof.

(d) Estimate of Aggregate Common Closing Consideration. At least three (3) Business Days prior to the Closing Date, the Company and Parent shall jointly prepare and agree upon a certificate (the "Estimated Closing Certificate") setting forth good faith estimates of the amounts of Closing Indebtedness, the Aggregate SOS Plan Amount, the Transaction Expenses, Closing Cash, Closing Working Capital (and based on such amount, the Working Capital Adjustment Amount), and a calculation of Aggregate Closing Payment (the "Estimated Aggregate Closing Payment") the Aggregate Closing Consideration, provided that for purposes of this Section 2.01(d), (i) the Closing Cash shall be deemed to be that amount delivered by the Company to the Paying Agent immediately prior to the Closing pursuant to Section 6.09 and (ii) the Closing Working Capital shall not exceed the Working Capital Target by more than $1,700,000 (the "Estimated Aggregate Closing Consideration"). The Estimated Closing Certificate shall be prepared in accordance with the Accounting Principles. During preparation of the Estimated Closing Certificate, the Company shall timely provide Parent with such schedules and data with respect to the determination of the Estimated Aggregate Closing Consideration as may be appropriate to support the calculations and estimates contained therein, along with any such other documents that Parent may reasonably request related to the determination.

(e) Determination of Closing Working Capital.

(1) As soon as practicable after the Closing Date, but no later than the ninetieth (90th) day after the Closing Date, Parent shall deliver to the Shareholders Representative a certificate (the "Closing Certificate") containing its good faith calculation of the amounts of Closing Indebtedness, the Transaction Expenses, Closing Cash, Closing Working Capital (and based on such amount, the Working Capital Adjustment Amount), and a calculation of the Aggregate Closing Consideration based thereon, provided that, for purposes of this Section 2.01(e) and Section 2.01(f), (i) the Closing Cash (to the extent not provided to the Paying Agent pursuant to Section 6.09 hereof) shall not exceed $[redacted] and (ii) the Closing Working Capital shall not exceed the Working Capital Target by more than $1,700,000 (the "Initial Calculation"). The Closing Certificate shall be prepared in accordance with the Accounting Principles. Promptly upon request by the Shareholders Representative, Parent shall provide the Shareholders Representative with such schedules and data with respect to the determination of the Aggregate Closing Consideration as may be appropriate to support the Initial Calculation and any such other documents the Shareholders Representative may reasonably request related to the determination.

(2) If the Shareholders Representative disagrees in whole or in part with the Initial Calculation, then within thirty (30) days after its receipt of the Initial Calculation, it shall notify Parent of such disagreement in writing (the "Notice of Disagreement"), setting forth in reasonable detail the particulars of any such disagreement. Any such Notice of Disagreement shall include a copy of the Initial Calculation marked to indicate those specific line items that are in dispute (the "Disputed Line Items") and shall be accompanied by the Shareholders Representative's calculation of each of the Disputed Line Items and its calculation of the Aggregate Closing Consideration, it being understood that all items that are not Disputed Line Items shall be final, binding and conclusive for all purposes hereunder. In the event that the Shareholders Representative does not provide a Notice of Disagreement within such 30-day period, the Shareholders Representative shall be deemed to have accepted in full the Initial Calculation as prepared by Parent, which shall be final, binding and conclusive for all purposes hereunder.

(3) During the 30-day period following timely delivery of any Notice of Disagreement (or such longer period as Parent and the Shareholders Representative may mutually agree in writing), Parent and the Shareholders Representative may elect to work together to resolve any such Disputed Line Items. During any such 30-day (or longer) period, Parent and the Shareholders Representative shall have reasonable and customary access to the working papers, schedules and calculations of the other used in the preparation of the Initial Calculation and the Notice of Disagreement and the determination of the Aggregate Closing Consideration and Disputed Line Items. If, at the end of such 30-day (or longer) period, Parent and the Shareholders Representative are unable to resolve such Disputed Line Items, then Deloitte US is unwilling or unable to so serve, such independent certified public accounting firm of recognized national standing as may be mutually selected by Parent and the Shareholders Representative (the "Independent Accounting Expert"), shall resolve any remaining Disputed Line Items as provided below. Parent and the Shareholders Representative will enter into reasonable and customary arrangements for the services to be rendered by the Independent Accounting Expert. The Independent Accounting Expert shall determine, as

promptly as practicable, but in any event no longer than 30 days following its engagement (or such other time as Parent and the Shareholders Representative shall agree in writing), whether the Initial Calculation was prepared in accordance with the Accounting Principles and whether and to what extent (if any) the Aggregate Closing Consideration requires adjustment, limiting its review, however, only to the Disputed Line Items so submitted to it. Parent and the Shareholders Representative shall instruct the Independent Accounting Expert not to assign a value to any Disputed Line Item greater than the greatest value for such item assigned to it by Parent, on the one hand, or the Shareholders Representative, on the other hand, or less than the smallest value for such item assigned to it by Parent, on the one hand, or the Shareholders Representative, on the other hand. Parent and the Shareholders Representative shall each furnish to the Independent Accounting Expert such work papers and other documents and information relating to the calculation of the Aggregate Closing Consideration, and shall provide interviews and answer questions, as such Independent Accounting Expert may reasonably request. The determination of the Independent Accounting Expert shall be final, conclusive and binding on the parties. The fees and disbursements of the Independent Accounting Expert shall be allocated by the Independent Accounting Expert between Parent and Shareholders Representative (on behalf of the Closing Equityholders) in the same proportion that the aggregate amount of such resolved Disputed Line Items submitted to the Independent Accounting Expert that are unsuccessfully disputed by each of Parent and Shareholders Representative (as finally determined by the Independent Accounting Expert) bears to the total amount of such resolved Disputed Line Items so submitted.

(f) Adjustment After Closing. After the Aggregate Closing Consideration is finally determined pursuant to Section 2.01(e) (the "Final Aggregate Closing Consideration"), the following payments shall be made within five (5) Business Days following such calculation by wire transfer of immediately available funds or delivery of Consideration Shares, as applicable (subject to Section 2.01(i)):

(1) if the Estimated Aggregate Closing Consideration exceeds the Final Aggregate Closing Consideration, Parent and Shareholders Representative shall promptly instruct the Escrow Agent (A) to deliver to Parent from the Escrow Fund the lesser of (I) the number of Consideration Shares and Cash (divided on a pro rata basis between such Cash and Consideration Shares) equal in value to the amount of such excess and (II) all of the Consideration Shares and Cash comprising the Escrow Fund (provided that the Consideration Shares and Cash shall first be released from the Working Capital Escrow Fund until it is fully exhausted), and (B) to deliver the Cash and Consideration Shares remaining in the Working Capital Escrow Fund, if any, to the Paying Agent for further delivery to the Closing Equityholders and the SOS Participants as Per Share Common Post Closing Payments, Per Share Series A-1 Post Closing Payments, Per Share B Post Closing Payments, Per Share B-1 Post Closing Payments and SOS Plan Post Closing Payments (for the avoidance of doubt, the Escrow Fund shall be the sole source of payment to Parent in respect of the post-Closing adjustment under this Section 2.01(f)). To the extent that there are any distributions to the Parent from the Escrow Fund and such Escrow Fund holds Cash and Consideration Shares, then such distribution shall be made from such Escrow Fund in both Cash and Consideration Shares in the same proportion of Cash to Consideration Shares as was placed therein at Closing.

(2) if the Final Aggregate Closing Consideration and exceeds the Estimated Aggregate Closing, (A) Parent shall cause the Surviving Corporation to deliver to the Paying Agent a cash amount equal to the amount of such excess, but in no event more than $1,700,000, which excess shall be delivered to the SOS Participants and Closing Common-Equivalent Equityholders (with the SOS Participants being allocated an amount thereof equal to 100%, multiplied by a fraction, the numerator of which is the Aggregate SOS Plan Amount and denominator is the sum of the Aggregate SOS Plan Amount plus the Aggregate Common Consideration Amount, and the remaining balance thereof being allocated to the Closing Common-Equivalent Holders) and (B) Parent and the Shareholders Representative shall promptly instruct the Escrow Agent to deliver all of the Consideration Shares and Cash comprising the Working Capital Escrow Fund to the Paying Agent. The Paying Agent shall further deliver any such cash or Consideration Shares and Cash to the Closing Common-Equivalent Equityholders and the SOS Participants as Per Share Common Post Closing Payments, Per Share Series A-1 Post Closing Payments, Per Share B Post Closing Payments, Per Share B-1 Post Closing Payments and SOS Plan Post Closing Payments.

(g) Accounting Principles. The Estimated Closing Certificate and Closing Certificate and the estimates, determinations and calculations contained therein (including the calculation of Closing Working Capital) shall be prepared and calculated on a consolidated basis for the Company and its Subsidiary in accordance with (i) US GAAP, and (ii) solely to the extent consistent with US GAAP, the accounting principles, practices, classifications, procedures, policies and methods set forth on Schedule 2.01(g) ((i) and (ii) collectively, the "Accounting Principles"). An example of the calculation of Working Capital at June 30, 2018, using the Accounting Principles is set forth on Schedule 2.01(g).

(h) Escrow. At the Closing, subject to Section 2.01(i), Parent shall cause to be issued and deposited with Citibank, National Association (the "Escrow Agent"), 3,943,025 Consideration Shares (valued at $3,700,000 for purposes of this Agreement) (the "Escrow Fund"), to be held in escrow pursuant to the terms and conditions of an escrow agreement substantially in the form attached as Exhibit H (the "Escrow Agreement"). In accordance with the Escrow Agreement, subject to Section 2.01(i), (i) 1,811,660 of the Consideration Shares comprising the Escrow Fund (valued at $1,700,000 for purposes of this Agreement) shall constitute the Working Capital Escrow Fund, and (ii) 2,131,365 of the Consideration Shares comprising the Escrow Fund (valued at $2,000,000 for purposes of this Agreement) shall be included in the Indemnification Escrow Fund.

(i) Cash in lieu of Consideration Shares; Consideration Shares in lieu of Cash.

(1) Notwithstanding any term to the contrary in this Agreement, if, prior to Closing, for any SOS Participant or Closing Equityholder (other than a Share-Only SOS Participant or a Share-Only Equityholder) (each such Closing Common-Equivalent Equityholder, a "Cash-Only Equityholder/SOS Participant"), instead of issuing and depositing Consideration Shares into the Escrow Fund with respect to such Cash-Only Equityholder/SOS Participant (based on such Cash-Only Equityholder's Pro Rata Post Closing Payments (Common-Equivalent) percentage of all Consideration Shares being deposited into the Escrow Fund or such SOS Participant's Pro Rata Post Closing Payments (SOS Payments) percentage of

all Consideration Shares being deposited in the Escrow Funds ("Cash Only Allocated Consideration Shares"), (x) Parent may instead deposit a cash amount equal to the value of such Cash Only Equityholder/SOS Participant's Allocated Consideration Shares (based on the Consideration Share Price Per Share) into the Escrow Fund (and no Consideration Shares), (y) such cash amount shall be earmarked only for such Cash Only Equityholder /SOS Participant (and not any other Closing Common-Equivalent Equityholder or SOS Participant), and (z) any release from the Escrow Fund to such Cash Only Equityholder/SOS Participant shall be of cash and not of any Consideration Shares. The aggregate amount of cash deposited into the Escrow Fund pursuant to this Section 2.01(i)(1) shall be referred to as the "Aggregate Cash Deposit Amount."

(2) Notwithstanding any term to the contrary in this Agreement, if cash is deposited into the Escrow Fund pursuant to Section 2.01(i)(1), the Common Stock Per Share Closing Consideration shall be deemed modified for those Closing Common-Equivalent Equityholders and SOS Participants that are not Cash-Only Equityholders (the "Share Equityholders") in the following manner: (i) the Aggregate Cash Deposit Amount divided by the Consideration Share Price Per Share shall be referred to as the "Closing Consideration Shares," (ii) the Share Equityholders shall receive the Closing Consideration Shares, allocated to them Pro Rata (Cash Only), and (iii) the Cash Only Equityholders cash component of their Common Stock Per Share Closing Consideration shall be reduced by their Pro Rata (Cash Only) portion of the Aggregate Cash Deposit Amount.

(3) For purposes of clarity and only as an example, if there is one Equityholder and such Cash-Only Equityholder's Pro Rata (Common Equivalent) portion of the Escrow Fund is $100,000, then (x) Parent will deposit $100,000 of cash into the Escrow Fund in lieu of Consideration Shares of that value and (y) the Share Equityholders' Common Stock Per Share Closing Consideration will be modified to be $100,000 less of cash and $100,000 more of Consideration Shares (each allocated Pro Rata (Share) among the Share Equityholders).

Section 2.02 Closing.

(a) The closing (the "Closing") of the Merger and other transactions contemplated hereby to be consummated on the Closing Date shall take place by electronic exchange of the Transaction Documents at 11:59 p.m., Huntsville, Alabama time on the second Business Day following the satisfaction or waiver of the conditions to Closing set forth in Article VII hereof (other than conditions that may only be satisfied on the Closing Date, but subject to the satisfaction of such conditions), unless another date, time or place is agreed to in writing by Parent and the Company.

(b) At the Closing, the Company and the Shareholders Representative shall deliver, or shall cause to be delivered, to Parent and Sub each of the following:

(1) the certificate referred to in Section 7.02(c), in form and substance reasonably acceptable to Parent;

(2) a certificate of the Secretary of the Company, dated as of the Closing Date, in form and substance reasonably satisfactory to Parent, attesting to (i) the

resolutions of the Board of Directors of the Company authorizing the execution and delivery of this Agreement and consummation of the transactions contemplated hereby, and certifying that such resolutions were duly adopted and have not been rescinded or amended, (ii) minutes of a special meeting of the shareholders of the Company adopting this Agreement, and (iii) the bylaws of the Company as currently in effect (including the absence of additional amendments to such documents);

(3) a certificate (the "Merger Consideration Certificate") of the Chief Financial Officer of the Company, in form and substance reasonably acceptable to Parent, setting forth (i) the total Common Stock Per Share Closing Consideration, the Series A Per Share Closing Consideration, the Series A-1 Per Share Closing Consideration, Series B Per Share Closing Consideration, and Series B-1 Per Share Closing Consideration payable to each holder of Company Securities; (ii) the aggregate amount required to be withheld from each Closing Equityholder pursuant to Section 2.05(d); (iii) a list of all Dissenting Shareholders, as of such date, together with the number and class of Dissenting Shares held by each such Dissenting Shareholder; (iv) the percentage of any payment pursuant to Section 2.01(f)(2) to which each Closing Common-Equivalent Equityholder is entitled; and (v) the percentage of any remaining amount in the Escrow Fund payable to each Closing Equityholder upon the release of funds from time to time from the Escrow Fund to the Closing Equityholders pursuant to this Agreement.

(4) a copy of the certificate of incorporation of the Company certified as of a recent date by the Secretary of State of the State of Delaware;

(5) a certificate from the Secretary of State of the State of Delaware as of a recent date with respect to the existence and good standing of the Company;

(6) the Escrow Agreement duly executed by the Shareholders Representative;

(7) all consents, waivers or approvals obtained by the Company with respect of the consummation of the transactions contemplated by this Agreement;

(8) duly executed letters of resignation, in form and substance reasonably acceptable to Parent, of each of the officers and directors of the Company set forth on Schedule 2.02(b)(8);

(9) the Merger Certificate, duly executed by the Company;

(10) payoff letters, in form and substance reasonably acceptable to Parent, providing for, among other things, the discharge of all Indebtedness, other than as set forth on Schedule 2.02(b)(10);

(11) invoices from the Company's legal counsel and brokers with respect to any unpaid Transaction Expenses, dated no more than two (2) Business Days prior to the Closing Date, with respect to all Transaction Expenses estimated to be due and payable to such advisors or other service providers as of the Closing Date;

(c) At the Closing, Parent shall deliver, or shall cause to be delivered, to the Shareholders Representative each of the following:

(1) the Escrow Agreement, duly executed by Parent and the Escrow Agent; and

(2) the certificate referred to in Section 7.03(c);

(d) At the Closing, Parent shall deliver, or shall cause to be delivered, to the each of the following:

(1) the Estimated Aggregate Closing Payment to the Paying Agent pursuant to Section 2.05(a); and

(2) the payments under Section 2.05(b) as provided in such Section 2.05(b);

(3) the Consideration and Cash, as applicable, for the Escrow Fund to the Escrow Agent pursuant to Section 2.01(h)

Section 2.03 Closing of the Company's Transfer Books. At and after the Effective Time, holders of capital stock of the Company shall cease to have any rights as shareholders, except for the right to their respective portion of the Merger Consideration set forth in Section 2.01. At the Effective Time, the stock transfer books of the Company shall be closed and no transfer of shares of capital stock of the Company or any other securities of the Company, including any Options that were outstanding immediately prior to the Effective Time shall thereafter be made.

Section 2.04 Dissenting Shares.

(a) Dissenter's Rights. Notwithstanding any provision of this Agreement to the contrary, any Common Stock or Preferred Stock of the Company ("Dissenting Shares") held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who is entitled to demand and has properly exercised such holder's dissenter's rights in accordance with the DGCL ("Dissenting Shareholder"), and who, as of the Effective Time, has not effectively withdrawn or lost such dissenter's rights, shall not be converted into or represent a right to receive the Merger Consideration pursuant to Section 2.01, but the Dissenting Shareholder shall only be entitled to such rights as are granted by the DGCL.

(b) Loss of Dissenter's Rights. Notwithstanding the provisions of Section 2.04(a), if any Dissenting Shareholder shall effectively withdraw or lose (through failure to perfect or otherwise) its right to receive payment for the fair value of such capital stock under the DGCL, then, as of the later of the Effective Time or the occurrence of such event, such Dissenting Shareholder's capital stock of the Company shall automatically be converted into and represent only the right to receive the applicable portion of the Merger Consideration as set forth

in Section 2.01, without interest, upon surrender of the Company Certificates representing such shares to Parent pursuant to Section 2.05.

(c) Notice. The Company shall (i) comply with the requirements of Section 262 of the DGCL, (ii) give Parent prompt notice of any written demands for payment with respect to capital stock of the Company pursuant to Section 262 of the DGCL, prompt notice of withdrawals of such demands, and copies of any documents or instruments served pursuant to the DGCL and received by the Company, and (iii) give Parent the right to direct all negotiations and proceedings with respect to demands for dissenter's rights under the DGCL. Except with the prior written consent of Parent, the Company shall not make any payment with respect to, or settle, or offer to settle, any such demands. As soon as reasonably practicable after the Effective Time, but in no event later than ten (10) days after the Effective Time, the Surviving Corporation shall comply with the requirements of Section 262 of the DGCL.

(d) Dissenter Payment. Notwithstanding any provision of Section 2.01 or Article IX to the contrary, in the event that any payment is made to a Dissenting Shareholder by the Surviving Corporation or Parent in respect of dissenters' rights as contemplated by this Section 2.04, then, prior to distribution of the Escrow Fund to the Closing Equityholders, (i) the Company Securities at issue shall be removed from any calculation to determine the right of any Closing Equityholder to participate in a distribution of the remaining Escrow Fund, (ii) the portion of the Merger Consideration (but not the interest thereon) that would have represented the potential distribution to such Dissenting Shareholder pursuant to Section 2.01 (assuming, for this purpose, that such shareholder was not exercising dissenters' rights) shall be returned to Parent, and (iii) the calculation of the Pro Rata (Common Equivalent) proportion will be adjusted to eliminate the Dissenting Shares therefrom.

Section 2.05 Payment Procedures.

(a) Deposit with Paying Agent.

(1) Prior to the Effective Time, Parent shall designate Continental Stock Transfer & Trust Company to act as the paying agent in the Merger (the "Paying Agent"), and Parent and the Shareholders Representative shall enter into the Paying Agent Agreement with the Paying Agent. All fees and expenses of the Paying Agent shall be payable by the Company prior to the Closing, in accordance with the Paying Agent Agreement. At the Closing, Parent shall remit to the Paying Agent cash in an amount equal to the Estimated Aggregate Closing Payment. Any portion of the Merger Consideration made available to the Paying Agent in respect of any Dissenting Shares shall be returned to Parent, upon demand.

(b) Other Payments by Parent. At or prior to the Effective Time, Parent shall pay by wire transfer of immediately available funds (A) the amounts reflected in the deliveries set forth in Section 2.02(b)(10) and Section 2.02(b)(11), and (B) the Shareholders Representative Fund to the Shareholders' Representative, with such funds (plus all income accrued thereon) to be maintained by the Shareholders' Representative on behalf of the Closing Equityholders.

(c) Surrender of Certificates and Treatment of Options.

(1) From and after the Effective Time, all shares of Common Stock and Preferred Stock, and all Options of the Company shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate that immediately prior to the Effective Time represented outstanding shares of the Company's capital stock (the "Company Certificates") and each holder of Options shall cease to have any rights with respect thereto, except (i) holders of Common Stock and Preferred Stock shall have the right, upon surrender to the Paying Agent of the Company Certificates for cancellation, and the Company Certificates so surrendered and each Option shall forthwith be cancelled, and (ii) Dissenting Shareholders shall have the rights set forth in Section 2.04. Each outstanding Company Certificate that, prior to the Effective Time, represented shares of Common Stock or Preferred Stock will be deemed from and after the Effective Time, for all corporate purposes, to evidence only the right to receive the respective portion of the Merger Consideration and to have no other rights, except as set forth in Section 2.04.

(2) As soon as reasonably practicable and in any event within three (3) Business Days after the Effective Time, the Surviving Corporation shall mail, or cause to be mailed, to each holder of record of Common Stock and Preferred Stock as of the Closing Date (other than Dissenting Shareholders) (A) a letter of transmittal in substantially the form of Exhibit E (which shall specify that delivery shall be effected, and risk of loss and title to the Company Certificates shall pass, only upon delivery of the Company Certificates to the Paying Agent) and (B) instructions for effecting the surrender of the Company Certificates in exchange for the Merger Consideration corresponding to such shares. Upon surrender of a Company Certificate by a holder of Common Stock or Preferred Stock for cancellation to the Paying Agent, together with such letter of transmittal, duly executed, the holder of such Common Stock or Preferred Stock, as the case may be, shall be entitled to receive in exchange therefor a payment per share of Common Stock or Preferred Stock, as applicable, equal to the amount that such share was converted to pursuant to Section 2.01. No interest will accrue or be paid to any holders of Company Certificates.

(d) Withholding. The Company, its Subsidiary, the Surviving Corporation, Parent and the Paying Agent shall be entitled to deduct and withhold from any Merger Consideration and any SOS Payment Amounts otherwise payable pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to the making of such payment under any federal, state, local, or foreign Tax law. To the extent that amounts are so deducted or withheld, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

(e) Transfer Taxes. If payment of the Merger Consideration pursuant to the Merger is to be made to a Person other than the Person in whose name the surrendered Company Certificate is registered, it shall be a condition of payment that the Company Certificate so surrendered shall be properly endorsed or shall be otherwise in proper form for transfer and that the Person requesting such payment shall have paid all transfer and other Taxes required by reason of the issuance to a Person other than the registered holder of the Company Certificate surrendered or shall have established to the satisfaction of Parent that such Tax either has been paid or is not applicable.

(f) Lost, Stolen, or Destroyed Certificates. In the event any Company Certificate shall have been lost, stolen or destroyed, Parent shall issue in exchange for such lost, stolen or destroyed Company Certificate, upon the making of an affidavit of that fact by the holder thereof, such Merger Consideration as may be required pursuant to Section 2.01; provided, however, that, as a condition precedent to the issuance and payment thereof, the shareholder owning such lost, stolen or destroyed Company Certificate, shall deliver to Parent such affidavit agreeing to indemnify and hold harmless Parent from and against any claim that may be made against Parent, the Surviving Corporation, the Company or any of their directors, officers, employees, affiliates or agents with respect to any Company Certificate alleged to have been lost, stolen or destroyed.

(g) Loss of Dissenters Rights. The provisions of this Section 2.05 shall also apply to Dissenting Shares that lose their status as such, except that the obligations of Parent and the Surviving Corporation under this Section 2.05 shall only commence on the date of such loss of status.

Section 2.06 Termination of Payment Fund; No Liability. Any portion of the funds held by the Paying Agent that remains unclaimed by the holders of Common Stock and Preferred Stock six (6) months after the Effective Time shall be returned to Parent, upon demand, and any such holder who has not exchanged shares of Common Stock or Preferred Stock, as applicable, for the Merger Consideration prior to that time shall thereafter look only to Parent (subject to abandoned property, escheat or similar Laws), as general creditors thereof. Notwithstanding anything to the contrary in this Agreement, neither Parent nor the Surviving Corporation or any other Person shall be liable to any other Person for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat, or similar law. Any amounts remaining unclaimed by holders of shares of Common Stock or Preferred Stock two (2) years after the Effective Time (or such earlier time, immediately prior to such time when the amounts would otherwise escheat to or become property of any Authority) shall become, to the extent permitted by applicable Law, the property of Parent free and claim of any claims or interest of any Person previously entitled thereto.

REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANY AND ITS SUBSIDIARY

Subject to the disclosure schedules attached hereto (the "Disclosure Schedules"), the Company (and for purposes of the representations and warranties applicable to Signing Shareholders or Co-Indemnifying Managers, including as set forth in Section 3.28, and the Company Fundamental Representations, each Signing Shareholder and Co-Indemnifying Manager severally (but not jointly and severally)), hereby represent and warrant to Parent, as of the date of this Agreement and the Closing Date as follows:

Section 3.01 Corporate Existence and Power. The Company is a corporation duly incorporated, validly existing, and in good standing under the Laws of the state of Delaware, and has all corporate powers and all governmental licenses, authorizations, consents, and approvals required to carry on its business as now and as proposed to be conducted. DCS is a limited liability company duly organized, validly existing, and in good standing under the Laws of the state of Delaware, and has all limited liability company powers and all governmental licenses, authorizations, consents, and approvals required to carry on its

business as now and as proposed to be conducted. Except as would not have a Material Adverse Effect, each of the Company and its Subsidiary is duly qualified, licensed or admitted to do business as a foreign corporation or limited liability company, as applicable, and is in good standing in each jurisdiction where the character of the property owned or leased by it or the nature of its activities makes such qualification necessary. Schedule 3.01 sets forth all jurisdictions in which the Company or its Subsidiary is qualified, licensed or admitted to do business as a foreign corporation or limited liability company, as applicable. The Company has heretofore made available to Parent true and complete copies of the certificate of incorporation and bylaws of the Company and the certificate of formation and limited liability company agreement of DCS as currently in effect.

Section 3.02 Authority to Execute and Perform Under Agreement. The Company and such Co-Indemnifying Manager and Signing Shareholder (on behalf of itself) has all requisite power and authority to enter into and perform this Agreement and the other Transaction Documents to which it is a party and to carry out its obligations under this Agreement and the other Transaction Documents, and the execution, delivery and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of the Company and such Co-Indemnifying Manager and Signing Shareholder. This Agreement has been, and the other Transaction Documents to which the Company and, as to itself, such Co-Indemnifying Manager or any Signing Shareholder is a party will be, as of Closing, duly authorized, executed and delivered by the Company and, as to itself, such Co-Indemnifying Manager and Signing Shareholder, respectively, and constitutes or will constitute the legal, valid, and binding obligations of the Company and such Co-Indemnifying Manager and Signing Shareholder, respectively, enforceable against the Company and, as to itself, such Co-Indemnifying Manager or Signing Shareholder, as the case may be, in accordance with the terms thereof, except to the extent that enforceability may be limited by the effect of (i) any applicable bankruptcy, reorganization, insolvency, moratorium or other Laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity, regardless of whether such enforceability is considered in a Proceeding at Law or in equity.

Section 3.03 Governmental Authorization; Consents. Neither the execution, delivery, or performance of this Agreement or any other Transaction Document by the Company, and, as to itself, such Co-Indemnifying Manager or Signing Shareholders, nor the consummation by the Company and, as to itself, such Co-Indemnifying Manager or Signing Shareholder, of any of the transactions contemplated hereby or thereby will require the approval, consent, or any action by or in respect of, or filing, declaration or registration with any Authority, except for (i) the filings described on Schedule 3.03, and (ii) the filing of the Certificate of Merger with the Secretary of State of Delaware as set forth in Section 2.01(a)(2) and Section 6.04.

Section 3.04 Non-Contravention. Except as set forth on Schedule 3.04, neither the execution, delivery, or performance by the Company or, as to itself, such Co-Indemnifying Manager or the Signing Shareholder, of this Agreement or any other Transaction Document nor the consummation of the Merger or any of the transactions contemplated hereby or thereby does or will (a) contravene, conflict with or result in a violation or a breach of the terms, conditions or provisions of, (b) constitute a default, an event of default or an event

creating rights of termination under or (c) result in the creation of any Lien upon any of the assets of the Company or its Subsidiary under the provisions of (i) the Governing Documents of the Company, its Subsidiary or, as to itself, such Signing Shareholder or such Co-Indemnifying Manager, (ii) any provision of any applicable Law or Order binding upon or applicable to the Company, its Subsidiary or, as to itself, such Signing Shareholder or Co-Indemnifying Manager or (iii) any Material Contract or any material Governmental Permit.

Section 3.05 Capitalization; Shareholders List.

(a) As of the date hereof, the authorized capital of the Company consists of:

(1) 30,100,000 shares of Common Stock, 13,844,270 shares of which are issued and outstanding; and

(2) 9,743,123 shares of preferred stock, par value $.001 per share, of which 3,000,000 shares have been designated Series A Stock, all of which are issued and outstanding, 2,893,800 shares have been designated as Series A-1 Stock, all of which are issued and outstanding, 722,909 shares have been designated as Series B Stock, all of which are issued and outstanding, and 3,126,414 shares have been designated as Series B-1 Stock, all of which are issued and outstanding.

(b) The Company has reserved 5,539,217 shares of Common Stock for issuance to officers, directors, employees and consultants of the Company pursuant to its 2004 Long-Term Incentive Plan duly adopted by the Board of Directors and approved by the Company stockholders (the "Stock Plan"). Of such reserved shares of Common Stock, 40,000 shares have been issued pursuant to restricted stock purchase agreements, options to purchase 4,839,454 shares have been granted and are currently outstanding, and 699,763 shares of Common Stock remain available for issuance to officers, directors, employees and consultants pursuant to the Stock Plan. Except as set forth in this Section 3.05(b), there are no options for, rights to acquire, agreements to issue, securities exercisable for or convertible into, subscriptions for, privileges with respect to or other rights to issue, sell or otherwise dispose of, or to purchase redeem or otherwise acquire, any shares of the Company's capital stock (together with the shares of the Company's capital stock, the "Company Securities").

(c) Schedule 3.05(c)(i) is a true, complete, and accurate list (the "Shareholders List") that sets forth the name of each holder of Common Stock and Preferred Stock. The Shareholders List also sets forth with respect to each such holder the stock certificate numbers held by such holder and the number of shares of Common Stock or Preferred Stock evidenced by each such stock certificate, which represent all of the issued and outstanding capital stock of the Company. The spreadsheet set forth as Schedule 3.05(c)(ii) accurately calculates the amount of total consideration each Closing Equityholder and recipient of SOS Plan Closing Payments is entitled to receive in connection with the transactions contemplated herein, and related information including the Pro Rata Percentage (based on the estimated Transaction Expenses, Closing Indebtedness, Closing Cash and Working Capital Adjustment Amount), and will accurately calculate the amount of total consideration each Closing Equityholder and recipient of SOS Plan Closing Payments is entitled to receive in connection with post-Closing distributions and payments, and related information including the Pro Rata Percentage (as the

amount Transaction Expenses, Closing Indebtedness, Closing Cash and Working Capital Adjustment Amount are finalized).

(d) Schedule 3.05(d) is a true, complete and accurate list of the currently outstanding Options including (i) the name of the holder of such Option, (ii) the date on which such Option was granted, (iii) the Exercise Price per share of such Option, and (iv) the total number of shares represented by such Option.

(e) Neither the Company nor its Subsidiary has any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or convertible into or exercisable for securities having the right to vote) with the Company's shareholders on any matter.

(f) All of the outstanding Company Securities were issued in compliance with applicable Laws. None of the outstanding Company Securities were issued in violation of any agreement, arrangement or commitment to which the Company or its Subsidiary is a party or is subject to or in violation of any preemptive or other rights of any Person.

Section 3.06 Subsidiaries and Other Equity Investments. DCS is a wholly-owned subsidiary of the Company. Except for DCS, the Company does not have any Subsidiaries. Schedule 3.06 sets forth the outstanding membership interests of DCS. Except as set forth in Schedule 3.06 and except for this Agreement, there are no agreements, arrangements, options, warrants, calls, rights or commitments of any character relating to the issuance, sale, purchase or redemption of any membership interests of DCS. All of the outstanding membership interests of DCS are owned by the Company and were issued in compliance with applicable Laws. None of the outstanding membership interests of DCS were issued in violation of any agreement, arrangement or commitment to which the Company or DCS is a party or is subject to or in violation of any preemptive or other rights of any Person. Except as set forth on Schedule 3.06, the Company does not, directly or indirectly, own, of record or beneficially, any outstanding voting securities or other equity interests in any Person other than DCS. The Company has no obligation or right to acquire any shares or other equity interests in any Person.

Section 3.07 Financial Statements. The Company has furnished to Parent the audited consolidated balance sheets of the Company and its Subsidiary as of December 31, 2016 and December 31, 2017, and the related statements of income, changes in stockholders' equity and cash flows, including all notes thereto, for the fiscal years then ended (the "Audited Financial Statements"), and the unaudited consolidated balance sheet, income statement and statement of cash flows of the Company and its Subsidiary for the six (6) months ended June 30, 2018 (the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements"). The Financial Statements have been prepared in accordance with US GAAP applied on a consistent basis (except as may be indicated in the notes thereto) and fairly present the financial position of the Company and its Subsidiary, on a consolidated basis, as of the dates thereof and the results of operations and cash flows for the periods then ended (except for the absence of footnotes and subject to normal and recurring year-end adjustments in the case of the Unaudited Financial Statements, the effect of which will not be adverse in any material respect). The Financial Statements are based on the books and

records of the Company and its Subsidiary, which books and records are complete and correct in all material respects.

Section 3.08 Undisclosed Liabilities. Except as set forth on Schedule 3.08, the Company and its Subsidiary have no Liabilities, and there is no Occurrence that would result in such Liabilities, except (a) those which are adequately reflected in full or expressly reserved in full (and not combined with other reserves) against in the Balance Sheet as of the Balance Sheet Date, (b) those which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and which are not, individually or in the aggregate, material in amount, (c) the Transaction Expenses, (d) fees, expenses and other liabilities that would constitute Transaction Expenses but for the fact that such fees, expenses and other liabilities were paid or discharged prior to the Closing, and (e) except with respect to breaches or violations of contracts, the continuing obligations of the Company under its executory contracts which are both (i) Liabilities in the ordinary course of business consistent with the past practice of the Company in the 12 months prior to Closing and (ii) set forth on Schedule 3.15(a) (or non-material contracts not required to be listed on such schedule which were entered into in the ordinary course of business of the Company consistent with past practices of the Company), provided that such Liabilities are adequately reflected in full or expressly reserved in full (and not combined with other reserves) against in the balance sheet contained within the Unaudited Financial Statements to the extent required by GAAP.

Section 3.09 Product Liability; Warranties.

(a) Except as set forth in Schedule 3.09(a), there are no design, manufacturing or other defects, latent or otherwise, with respect to any products or services (including cloud or hosting services) sold or licensed by the Company or its Subsidiary within the past three (3) years that (i) violate applicable Law, (ii) have resulted in or could reasonably be expected to result in a breach of any product warranties made by the Company or its Subsidiary, whether express or implied, (iii) have resulted in or could reasonably be expected to result in the obligation for Company or any of its Subsidiary to defend or indemnify any claims, actions, losses, suits, proceedings or other damages, or (iv) that could reasonably be expected to result in a claim against Company or its Subsidiary's insurance coverage by any customer (including under additional insured status given to any customer). There have been no incidents of product tampering, introduction of disabling code or viruses, or unauthorized modification by the Company, its Subsidiary, their respective employees or agents, or, to the Knowledge of the Company, any other third parties. A true and complete copy of each standard warranty, service level commitments and indemnification obligation of the Company and its Subsidiary for sales or licenses of products or sales of services (including cloud or hosting services) by the Company and its Subsidiary are included in Schedule 3.09(a). Neither the Company nor its Subsidiary has modified or expanded its warranty, service level commitments or indemnification obligation to any customer beyond that set forth in such standard warranties, service level commitments or indemnification, except as set forth in Schedule 3.09(a). Except as set forth in Schedule 3.09(a), neither the Company nor its Subsidiary has any outstanding Liability for service level credits, refunds, early termination Liability or losses, or repair or replacement of any products or services or other damages in connection therewith, including under any outstanding indemnification obligation, in excess of any warranty reserve expressly and separately established with respect thereto in the Financial Statements.

(b) Schedule 3.09(b) contains a description of all product liability claims and similar litigation relating to products manufactured or sold or licensed, or relating to services (including cloud and hosting services) sold, by the Company or its Subsidiary, which are currently pending or which, to the Knowledge of the Company, are threatened, or which have been asserted in writing or commenced against the Company or its Subsidiary within the past three (3) years. Except as disclosed in Schedule 3.09(b), there are not, and during the last three (3) years there have not been, any material disputes or controversies involving any customer, distributor, supplier or any other Person regarding the performance, service level commitments, quality, merchantability or safety of or defect in, or involving a claim of breach of warranty or service level commitment, or written (or to the Knowledge of the Company, oral) notices for indemnification claims to be defended by Company or any of its Subsidiary or for additional insured coverage which has not been fully resolved with respect to, or involving a claim for, product liability damages or any other defects or performance failures directly or indirectly caused by any product manufactured, licensed or sold, or services (including any cloud or hosting services) sold, by the Company or its Subsidiary. None of the hardware products sold by the Company or its Subsidiary within the past three (3) years has been the subject of any replacement, retrofit, modification or recall campaign by the Company or its Subsidiary (voluntary or otherwise), and to the Knowledge of the Company, there is no reasonable basis for any replacement, retrofit, modification or recall campaign relating to such products.

Section 3.10 Absence of Certain Changes. Except as set forth on Schedule 3.10, as of the date of execution of this Agreement, neither the Company nor any of its Subsidiaries has any deferred revenue. Except as set forth on Schedule 3.10, since the Balance Sheet Date, each of the Company and its Subsidiary has conducted its business in the ordinary course consistent with past practices, except for actions expressly contemplated or required under this Agreement, and there has not been any Occurrence that has had a Material Adverse Effect. Without limiting the generality of the foregoing, except as set forth on Schedule 3.10, since the Balance Sheet Date, there has not been:

(a) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares of capital stock of the Company or any membership interests of DCS, any issuance by the Company or its Subsidiary of shares of capital stock or other securities of, or other ownership interests in, the Company or its Subsidiary, or any repurchase, redemption or other acquisition, or any amendment of any term, by the Company or its Subsidiary of any outstanding shares of capital stock or other securities of, or other ownership interests in, the Company or its Subsidiary;

(b) any creation or assumption by the Company or its Subsidiary of any Lien on any material asset other than in the ordinary course of business consistent with past practices, or any making of any loan or capital contribution to or investment in any Person;

(c) any material personal property damage, material destruction or casualty loss or material personal injury loss (whether or not covered by insurance) affecting the business or assets of the Company or its Subsidiary;

(d) any transfer, assignment, sale or other disposition of any of the Company's or its Subsidiary's assets, except for the sale of inventory in the ordinary course of business;

(e) (i) except in the ordinary course of business consistent with past practices, any increase in compensation, bonuses or other benefits (whether monetary or otherwise, and including acceleration of benefits) in respect of directors, consultants, officers or employees of the Company or its Subsidiary, or (ii) any termination of any employee;

(f) any material labor dispute, other than routine individual grievances, or any activity or proceeding by a labor union or representative thereof to organize any employees of the Company or its Subsidiary, or any lockouts, strikes, slowdowns, work stoppages, or threats thereof by or with respect to any employee of the Company or its Subsidiary;

(g) (i) any entry into, material amendment or modification to or termination of any Material Contract or Governmental Permit or receipt of any notice of termination of any of the same, or (ii) any commission of a material default by the Company or its Subsidiary under any Material Contract, Governmental Permit or any license listed on Schedule 3.19(a), or to the Company's Knowledge, suffering of a material default by another party thereto;

(h) any institution of litigation, settlement, or agreement to settle any Proceeding before any court or governmental body relating to the Company or its Subsidiary or their property or suffering of any actual or to the Company's Knowledge threatened Proceeding before any court or governmental body relating to the Company or its Subsidiary or their property;

(i) any loan of any monies to any Person or guarantee of any obligations of any Person by the Company or its Subsidiary;

(j) any capital expenditures, capital additions or capital improvements, except as specifically provided in the capital budget provided to Parent prior to the date of this Agreement;

(k) except as required by US GAAP, any change to the accounting methods or practices (including any change in depreciation or amortization policies or rates) of the Company or its Subsidiary or any revaluation of any of the assets of the Company or its Subsidiary;

(l) any commitment or agreement to do any of the foregoing, or any action or omission that would result in any of the foregoing; or

(m) any action take that would, if taken after the date of this Agreement, constitute a breach of Section 5.01.

Section 3.11 Properties.

(a) Except as set forth on Schedule 3.11(a), the Company and its Subsidiary have good and marketable title to, or in the case of leased property, have valid leasehold interests in, all Tangible Personal Property and Real Properties used in the conduct of its business, free

and clear of any Liens, except (i) mechanic's, materialman's and similar liens incurred in the ordinary course of business, (ii) Liens for Taxes not yet due or payable or being contested in good faith (and for which adequate accruals or reserves have been established on the Balance Sheet), or (iii) Liens that do not detract from the value of such property or assets as now used, or interfere with any present or intended use of such property or assets.

(b) The Tangible Personal Property and Real Properties owned or validly leased by the Company are sufficient for the continued conduct of the business of the Company and its Subsidiary after the Closing in the same manner as conducted prior to the Closing and constitute all of the property and assets necessary to conduct such business as currently conducted and as has been conducted since the Balance Sheet Date.

(c) Each item of Tangible Personal Property of the Company or its Subsidiary that is used in its respective business (i) is suitable for the purposes for which it is used by the Company or its Subsidiary, (ii) is in reasonable operating condition and repair and free from defects (patent and latent), subject only to the ordinary wear and tear of the business which does not adversely affect use and operation in the ordinary course of business, and (iii) has been maintained in accordance with normal industry practices.

(d) Neither the Company nor its Subsidiary own, or have ever owned, any real property. Schedule 3.11(d) sets forth all real property leased or subleased to the Company or its Subsidiary (collectively, the "Real Properties"). Neither the Company nor its Subsidiary holds any options or rights to acquire any real property and is not obligated or bound by any options, obligations or rights of first refusal or contractual rights to sell, lease or purchase any real property including the Real Properties.

(e) There is no sublease with respect to any of the Real Properties. There is no pending, nor, to the Company's Knowledge, threatened in writing, (i) condemnation or eminent domain proceeding or other taking by any Authority with respect to any of the Real Properties, or (ii) Proceeding against the Company or its Subsidiary for breach of any restrictive covenant affecting any lease or similar agreement with respect to the Real Properties.

(f) The Company has delivered to Parent a complete and correct copy of each lease or Contract (or, in the case of any oral lease or Contract, a written description thereof) pertaining to any of the leased Real Property, together with all amendments, extensions, renewals, modifications, alterations, guaranties and other changes thereto, all of which are identified on Schedule 3.11(d) (the "Company Leases"). To the Company's Knowledge, each of the Company Leases is legal, valid, binding, enforceable and in full force and effect in accordance with the terms thereof. All conditions precedent to the enforceability of each Company Lease have been satisfied and, to the Company's Knowledge, there is no breach or default, nor state of facts which, with the passage of time, notice or otherwise, would result in a breach or default (i) on the part of or by the Company, or permit the termination, modification or acceleration of rent by the lessor thereunder, or (ii) on the part of the lessor thereunder. To the Company's Knowledge, there are no disputes, oral agreements or forbearance programs in effect as to any of the Company Leases. The Company has not assigned, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in any of the Company Leases.

(g) Except as set forth on Schedule 3.11(g), to the Company's Knowledge, the buildings and improvements located on the leased Real Property are in good condition and repair, normal wear and tear excepted. To the Company's Knowledge, such leased Real Property, and the premises located thereon occupied by the Company, is sufficient for the business and operations use and requirements, and the Company enjoys peaceful and undisturbed possession of the leased Real Property sufficient for the current business and operational use requirements of the business.

Section 3.12 Inventory. The inventory of the Company and its Subsidiary consists of a quality and quantity usable and salable in the ordinary course of business. All such inventory is owned by the Company or its Subsidiary free and clear of all Encumbrances, and no inventory is held on a consignment basis. The quantities of each item of inventory (whether raw materials, work in process or finished goods) are not excessive, but are reasonable in the present circumstances of the business of the Company and its Subsidiary.

Section 3.13 Accounts Receivable. The accounts receivable reflected on the Balance Sheet and the accounts receivable arising after the date hereof through the Closing Date (a) have arisen from bona fide transactions entered into by the Company or its Subsidiary involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; (b) constitute only valid, undisputed claims of the Company or its Subsidiary not subject to claims of set-off or other defense or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice; and (c) subject to a reserve for bad debts shown on the Balance Sheet or, with respect to accounts receivable arising after the Balance Sheet Date, on the accounting records of the Company, are collectible in full within 110 days after the Closing Date, provided that the Company uses commercially reasonable efforts to collect such accounts receivable in the ordinary course of business consistent with past practice (but nothing shall require the Company to institute legal proceedings to collect such accounts receivables or take efforts to collect greater than those efforts taken by the Company in the ordinary course prior to the date hereof). The reserve for bad debts shown on the Balance Sheet or, with respect to accounts receivable arising after the Balance Sheet Date, on the accounting records of the Company have been determined in accordance with US GAAP, consistently applied, subject to normal year-end adjustments and the absence of disclosures normally made in footnotes.

Section 3.14 Proceedings; Orders. Except as set forth on Schedule 3.14:

(a) There is, and for the past six (6) years there has been, no Proceeding pending or, to the Knowledge of the Company, threatened against the Company or its Subsidiary, including any Proceeding that in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated hereby (or by any Signing Shareholder or Co-Indemnifying Manager or any Affiliate thereof relating to the Company and its Subsidiary). No Occurrence has occurred or exists that would reasonably be expected to give rise to, or serve as a basis for, any such Proceeding.

(b) There is no Order to which the Company or its Subsidiary is subject.

Section 3.15 Material Contracts.

(a) Schedule 3.15(a) sets forth a list of all Contracts (collectively, the "Material Contracts") that provide for annual payments or expenses by, or annual payments or income to, the Company or its Subsidiary of $[redacted] or more (other than ordinary course purchase and sale orders), as well as all of the following to which the Company or its Subsidiary is a party or by which its property or assets are bound:

(1) all partnership, joint venture, tax sharing, limited liability company contract arrangements or agreements or similar agreements involving a share of profits, losses, costs or liabilities between the Company or its Subsidiary and a third party;

(2) any agreement or instrument that provides for, or relates to, the incurrence or guarantee by the Company or its Subsidiary of Indebtedness (to the extent such will not repaid in full at or prior to Closing), including any letter of credit, bond or other indemnity;

(3) any guarantee of the obligations of customers, suppliers, officers, directors, employees, Affiliates or others or any Contract the primary content of which involves an indemnification or similar obligation on the part of the Company or its Subsidiary;

(4) any "standstill" or similar agreement that restricts the Company's or its Subsidiary's right to acquire any security or business;

(5) (A) any Contract with an Authority, (B) any Contract that is a subcontract to a Contract with an Authority, or (C) any Outstanding Bid that could result in a Contract with an Authority or a subcontract to a Contract with an Authority;

(6) any Contract for the employment of any individual on a full-time, part-time, consulting or other basis providing for annual compensation in excess of $[redacted];

(7) any Contract with any employee of the Company or its Subsidiary pursuant to which: (A) benefits would vest, amounts would become payable or the terms of which would otherwise be altered by virtue of the consummation of the transactions contemplated by this Agreement (whether alone or upon the occurrence of any additional or subsequent events); (b) the Company or its Subsidiary is or may become obligated to make any severance, termination, retention, gross-up or similar payment; or (C) the Company or its Subsidiary is or may become obligated to make any bonus, incentive compensation or similar payment (other than in respect of salary);

(8) any Contract with any labor union or association representing any employee of the Company or its Subsidiary or any collective bargaining or similar agreements;

(9) any Contract relating to the merger, consolidation, liquidation, dissolution, reorganization, disposition of a business or any similar transaction involving or with respect to the Company or its Subsidiary;

(10) all Contracts that limit or restrict the freedom of the Company or its Subsidiary to (A) conduct or compete in any line of business or with any Person or in any area, (B) solicit any customers suppliers, employees or contractors of any other Person, (C) sell

to or purchase from any other Person, or (D) that would limit or restrict the freedom of the Company, its Subsidiary or Sangoma or any of its Subsidiaries after the Closing Date;

(11) all Contracts for the purchase, sale, license or lease by the Company of any material assets (other than ordinary course purchase and sale orders);

(12) any currency or interest rate swap, collar, hedge, offset, counter trade or barter agreement;

(13) all outstanding powers-of-attorney granted by the Company or the Company Subsidiaries for any purpose whatsoever;

(14) each form of Contract used by the Company or any of its Subsidiaries as a standard form in the ordinary course of business;

(15) all Contracts pursuant to which the Company or its Subsidiary made payments to, or received payments from, any third party during the twelve (12) month period ended December 31, 2017 in excess of $[redacted] (other than ordinary course purchase and sale orders); and

(16) all commitments, whether oral or written, to enter into any of the foregoing.

(b) Each Material Contract is a valid and binding agreement of the Company or its Subsidiary, as applicable (except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting or relating to creditors' rights generally, or (ii) the availability of injunctive relief and other equitable remedies), and, to the Company's Knowledge, is enforceable in accordance with its terms against the other contracting party, and neither the Company nor its Subsidiary, nor to the Knowledge of the Company, any party thereto is in default under the terms of any such Material Contract. No Occurrence has occurred or exists which, without giving of notice or passage of time or both, would reasonably be expected to give rise to, serve as the basis for, or would constitute, a material breach or default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any material right or obligation or the loss of any material benefit thereunder. Neither the execution, delivery, or performance of this Agreement or any other Transaction Document by the Company, the Co-Indemnifying Managers or the Signing Shareholders nor the consummation of the Merger or any of the transactions contemplated hereby or thereby does or will (a) contravene, conflict with or result in a violation or a breach of the terms, conditions or provisions of, (b) constitute a default, an event of default or an event creating rights of termination under or (c) result in the creation of any Lien upon any of the assets of the Company or its Subsidiary under the provisions of any Material Contract. Complete and correct copies of each of the Material Contracts have heretofore been made available to Parent (including all modifications, amendments and supplements thereto and waivers thereunder).

Section 3.16 Insurance Coverage. The Company has furnished to Parent true and complete copies of all forms of insurance policies and fidelity bonds covering or maintained by the Company or its Subsidiary, a list of which policies and outstanding claims

under such policies is set forth on Schedule 3.16. All premiums payable under all such policies and bonds have been paid or accrued, when due or within applicable grace periods, and the Company and its Subsidiary are otherwise in compliance, in all material respects, with the terms and conditions of all such policies and bonds. Such policies of insurance and bonds remain in full force and effect. There are no disputes with the underwriters or providers of any such policies or any claims pending under such policies as to which coverage has been questioned, denied or disputed by such underwriters or providers. To the Company's Knowledge, the Company and its Subsidiary have not failed to give proper notice of any claim under any such policy in a due and timely fashion. Neither the Company nor its Subsidiary have received any notice of cancellation or termination of any insurance policy in effect on the date hereof or within the past three (3) years. All of such policies are, and all similar insurance policies maintained by the Company or its Subsidiary in the past were, placed with financially sound and reputable issuers, and are and were in amounts and had coverages that are and were reasonable and customary for Persons engaged in businesses similar to the business of the Company and its Subsidiary.

Section 3.17 Compliance with Laws; Certain Payments.

(a) The Company and its Subsidiary are, and for the past three (3) years have been, in compliance in all material respects with all applicable Laws.

(b) Each of the Company and its Subsidiary owns, holds or possesses all material licenses, franchises, permits, privileges, variances, immunities, approvals and other authorizations from Authorities that are necessary to entitle it to own or lease, operate and use its properties and assets and to carry on and conduct its business substantially as conducted (collectively, the "Governmental Permits"). A true, correct and complete list of all Governmental Permits is set forth on Schedule 3.17(b).

(c) Except as set forth in Schedule 3.17(c): (i) each of the Company and its Subsidiary has fulfilled and performed its material obligations under each Governmental Permit, and no event has occurred or condition or state of facts exists that constitutes a breach or default under any such Governmental Permit; (ii) no notice of cancellation or default of, or of any dispute concerning, any Governmental Permit has been received by the Company or its Subsidiary; and (iii) each of the Governmental Permits is valid, subsisting and in full force and effect.

(d) Neither the Company nor its Subsidiary, nor any Representative of the Company or its Subsidiary with respect to any matter relating to or that would reasonably be expected to affect the Company or its Subsidiary, has: (i) used any funds for unlawful contributions, loans, donations, gifts, entertainment or other unlawful expenses relating to political activity or an act by any Authority; (ii) made, offered, or agreed to make any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns; (iii) taken any action that would constitute a violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd 1 *et seq*.; or (iv) made, offered, or agreed to make any other unlawful payment. To the Knowledge of the Company, no Authority is investigating, examining or reviewing the Company's compliance with any applicable provisions of any law relating to anti-corruption, bribery or similar matters.

(e) The Company does not hold, nor has it ever been required to hold, a facility clearance. The Company does not now require a facility clearance for the execution of its obligations under its Contracts or Outstanding Bids. The Company does not hold any personnel security clearances for any of its officers, directors, employees, or agents, and no such personnel security clearances are necessary for the conduct of its business.

(f) The Company does not: (1) own, operate, manufacture, supply, or service critical infrastructure; (2) produce, design, test, manufacture, fabricate, or develop critical technology; or (3) maintain or collect sensitive personal data of American citizens as defined and applied in accordance with Foreign Investment Risk Review Modernization act of 2018.

Section 3.18 Brokers' and Finders' Fees. Except for the fees payable to Northland Securities, Inc. in connection with the Merger, which fees shall be paid by or on behalf of the Company at the Effective Time, there is no investment banker, broker, finder, or other intermediary which has been retained by or is authorized to act on behalf of the Company or its Subsidiary who might be entitled to any fee or commission from Parent, Sub, the Company, its Subsidiary or any of their respective Affiliates in respect of the transactions contemplated by this Agreement.

Section 3.19 Intellectual Property.

(a) Schedule 3.19(a) lists the registered Patents, Copyrights, Marks and Net Names, and the material unregistered Copyrights, Software and Marks, which are included in the Company IP Rights, and indicates for any such registered Company IP Rights the applicable jurisdictions and application or registration numbers. The Company IP Rights are valid and enforceable and no item of Company IP Rights has been found to be invalid or unenforceable in whole or in part. Except as set forth in the agreements identified on Schedule 3.19(a), none of the Company IP Rights is subject to any outstanding consent, settlement or other agreement, decree, order, injunction, judgment, or ruling restricting the use of such Company IP Rights or that impairs the validity or enforceability of or limits use by the Company or its Subsidiary of any such Company IP Rights. The consummation of the transactions contemplated by this Agreement will not result in the termination or impairment of any Intellectual Property Rights owned by or licensed to Company or its Subsidiary.

(b) Schedule 3.19(b) lists all Intellectual Property Rights licensed by the Company or its Subsidiary from a third party, except for any commercially available software products licensed under end-user object code license agreements and any marks or logos of customers or vendors used on any websites of the Company or its Subsidiary, and sets forth a reference to a written agreement evidencing such license. Except as otherwise set forth on Schedule 3.19(b), each such agreement is a valid and binding agreement of the Company or its Subsidiary, as applicable (except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar Laws affecting or relating to creditors' rights generally, or (ii) the availability of injunctive relief and other equitable remedies), and to the Company's Knowledge, is enforceable in accordance with its terms against the other contracting party, and is in full force and effect. The Company or its Subsidiary has written documentation permitting its use of all Marks of customers or vendors used on any websites or marketing materials of the Company or its Subsidiary.

(c) Schedule 3.19(c) lists all contracts by which the Company or its Subsidiary licenses Company IP Rights to a third party, except for non-exclusive licenses entered into in the ordinary course of business with customers of the Company or its Subsidiary.

(d) The Company or its Subsidiary owns or possesses all legal rights to all Company IP Rights and, to the Company's Knowledge, has necessary licenses for all other Intellectual Property Rights currently used or held for use by the Company or its Subsidiary that are necessary for the Company or its Subsidiary to carry on their business (as conducted in the twelve (12) months prior to the date of this Agreement) without any infringement or misappropriation of the rights of any third party. To the Company's Knowledge, no product or service marketed or sold by the Company or its Subsidiary infringes or misappropriates any Intellectual Property Rights of any third party. The Company IP Rights are, and will be immediately after Closing, free and clear of all Liens.

(e) Except as set forth on Schedule 3.19(e), neither the Company nor its Subsidiary has received any written communications in the six (6) years prior to the Effective Date alleging that the Company or its Subsidiary has infringed or misappropriated any Intellectual Property Rights of any third party.

(f) All Persons who have contributed, developed or conceived any Company IP Rights have done so either: (i) as independent contractors, pursuant to a valid and enforceable agreement that protects the confidential information of the Company and its Subsidiary and grants the Company or its Subsidiary exclusive ownership of the Person's contribution, development or conception; or (ii) as employees of the Company or its Subsidiary, pursuant to the work made for hire doctrine as set forth in the United States Copyright Act at 17 U.S.C. § 101.

(g) To the Company's Knowledge, the Company and its Subsidiary have obtained and possess valid licenses to use all of the Software present on the computers and other software-enabled electronic devices that they use in connection with their business ("IT Assets") and to distribute and license customers to use all Software and services provided to customers of the Company and its Subsidiary.

(h) Except as described on Schedule 3.19(h) or in the case of Open Source Materials, and excluding "bundled" materials and other third party materials that are distributed in connection with a license or other permission from a third party pursuant to an agreement identified in the Disclosure Schedule, all of the copyrightable materials incorporated in the software products of Company have been created (1) by employees of the Company within the scope of their employment by the Company, (2) by independent contractors of the Company who have executed agreements expressly assigning all right, title and interest in such copyrightable materials to the Company or (3) by third parties that have executed disclaimers of ownership from the Company under one of the Company's form of disclaimers.

(i) Except as set forth in Schedule 3.19(i), neither the Company nor its Subsidiary has used or distributed Software in conjunction with any software, libraries, source code, or other component subject to open source, copyleft, or community source code licenses (e.g., the GNU General Public License) in a manner that would (i) grant, purport to grant, or

require the Company or its Subsidiary to grant to any third party any rights (beyond non-exclusive licenses entered into in the ordinary course of business with customers of the Company or its Subsidiary) or immunities under any Company IP Rights, or (ii) require the Company or its Subsidiary to disclose, make available or distribute the source code for any Software included in Company IP Rights to any third party.

(j) Except in connection with escrow arrangements and intentional release as Open Source Materials (as defined above), the Company and its Subsidiary have maintained and protected the source code for the Software that they own with appropriate proprietary notices and confidentiality agreements which are designed to avoid a Company Material Adverse.

(k) With respect to trade secrets owned by the Company and its Subsidiary that are material to the business as presently conducted by the Company and its Subsidiary, the Company and its Subsidiary have taken reasonable measures within the Company's business model to protect the secrecy of such trade secrets.

(l) To the Company's Knowledge, except as set forth on Schedule 3.19(l), there are no problems, defects, or deficiencies in the Software that (i) prevent the Software from operating substantially as described in its related documentation or specifications, (ii) prevent the Software from operating in all material respects as warranted to any third party, (iii) provide any security vulnerability or constitute a worm, virus, Trojan horse, trapdoor or other harmful code, or other computer programming device intended to damage a user's system or data or prevent the user from using same; or (iv) prevent the Company and its Subsidiary from conducting their business as presently conducted.

(m) The IT Assets are in satisfactory working condition and are sufficient or configurable to effectively perform all operations necessary for the current operation of the business the Company and its Subsidiary. All IT Assets are owned and operated by and are under the control of the Company and its Subsidiary, except for the hosting services identified in Section 3.12(l), under the hosting services agreements identified in such Schedule. The IT Assets have not materially malfunctioned or failed within the past three (3) years and, to the Company's Knowledge, do not currently contain any viruses, bugs, faults or other devices or effects that (i) enable or assist any Person to access without authorization the IT Assets, or (ii) otherwise materially adversely affect the functionality of the IT Assets. Each of the Company and its Subsidiary has taken commercially reasonable steps to provide for the remote-site back-up of its data, software and information material to the conduct of its business. No Person has gained unauthorized access to any IT Assets during the past three (3) years. Each of the Company and its Subsidiary has maintained commercially reasonable safeguards to protect against the unauthorized access, disclosure, destruction, loss or alternation of customer data or information (including any personal or device-specific information) that comply with any applicable contractual and legal requirements. Each of the Company and its Subsidiary has in place with the third party owners and operators of all data centers which provide services related to its business written agreements that that provide adequate protection of information hosted at such centers.

(n) Each of the Company and its Subsidiary has in place privacy policies regarding the collection, use and disclosure of Personal Information in its possession, custody or control, or otherwise held or processed on its behalf. Each of the Company and its Subsidiary is

and has been (and immediately following the Closing will be) in compliance in all material respects with all Information Privacy and Security Laws, agreements to which it is a party that contain, involve or deal with Personal Information, and its own rules, policies and procedures relating to privacy, data protection, and the collection and use of, Personal Information. Neither Company nor its Subsidiary has been notified in writing (or, to the Company's Knowledge, orally) of, or is the subject of, any Proceeding related to data security or privacy or alleging a violation of any of its privacy policies or any Information Privacy and Security Law, nor, to the Company's Knowledge, is any such claim threatened. Each of the Company and its Subsidiary has taken all measures necessary or appropriate to protect and maintain the confidentiality of all Personal Information collected by or on behalf of the Company and its Subsidiary and to maintain the security of its data storage practices for Personal Information, in each case, in accordance with all Information Privacy and Security Laws and consistent with commercially reasonable industry practices applicable to such types of data gathered and maintained in the industry in which the Company and its Subsidiary conducts its business. To the Company's Knowledge, there has been no unauthorized access, use, or disclosure of Personal Information in the possession or control of the Company and its Subsidiary or any of its providers or other contractors.

(o) No university, governmental authority, or other organization sponsored research and development conducted by the Company or its Subsidiary, or has any claim of right to or ownership of or any Lien on any Company IP Rights. No research and development conducted by the Company or its Subsidiary was performed by a graduate student, university employee, or employee of any governmental authority.

Section 3.20 Employees. Schedule 3.20(a) lists all employees of the Company and its Subsidiaries as of the date of this Agreement, including name, department, position, work location, annual salary or hourly wage rate (as applicable), accrued unused vacation, sick leave and other paid time off, hire date, bonus and commission earnings in 2017, target bonus and commission earnings for 2018, and, for any employee on a leave of absence, an indication of the nature of such leave, the commencement date of such leave, and the anticipated end date of such leave. Except as set forth in Schedule 3.20(a), there are no Proceedings of any kind pending or, to the Knowledge of the Company, threatened against the Company or its Subsidiary regarding their respective current or former employees or employment practices, or operations as they pertain to conditions of employment, including any workers compensation or insurance claim, employment standards complaint, pay equity complaint, occupational health and safety charge, claim or investigation of wrongful (including constructive) discharge, employment discrimination or retaliation, sexual harassment, unfair labor practice charge or complaint or other employment dispute of any nature. Neither the Company nor its Subsidiary is a party to any collective bargaining agreement or other labor agreement, nor have there been any organizing activities involving employees of the Company or its Subsidiary. There is no pending or, to the Knowledge of the Company, threatened labor dispute, written grievance, strike or work stoppage by the employees of the Company or its Subsidiary. The Company and its Subsidiary are in compliance, in all material respects, with all applicable Laws relating to the employment of labor, including all applicable Laws relating to wages, hours, discrimination, sexual harassment, civil rights, immigration and work authorization laws, including proper completion of U.S. Citizenship and Immigration Services Form I-9, occupational safety and health, workers' compensation and the collection and payment of withholding Taxes, Social Security Taxes and

similar Taxes. The Company has complied with the Immigration Reform and Control Act of 1986, as amended, and all related regulations promulgated thereunder. The Company and its Subsidiary are in compliance with the Workers Adjustment and Retraining Notification Act and all similar state Laws ("WARN") and have no Liabilities pursuant thereto. Neither the Company nor its Subsidiary has implemented or been involved in any "mass layoff" or "plant closing" (as defined in WARN) within the last twelve (12) months.

Section 3.21 Environmental Matters.

(a) Except as set forth in Schedule 3.21(a)(1), the Company and its Subsidiary and the Real Properties are in material compliance with all applicable Environmental Laws. The Company and its Subsidiary have obtained all Governmental Permits required under applicable Environmental Laws necessary for the conduct of the business of the Company and its Subsidiary, each of which is in full force and effect, and the Company and its Subsidiary are in compliance with the terms and conditions thereof. Except as set forth in Schedule 3.21(a)(2), the Company and its Subsidiary have not received any written communication, whether from an Authority, citizens' group, employee or otherwise, alleging that the Company or its Subsidiary is in material violation of, or has incurred Liability under any Environmental Law. No Hazardous Materials are stored or contained on or under any of the Real Properties whether in storage tanks, landfills, pits, ponds, lagoons or otherwise, except for *de minimis* amounts used for routine maintenance or cleaning and stored in compliance with applicable laws and regulations.

(b) Except as set forth in Schedule 3.21(b), there has been no Release of any Hazardous Material at, on, from, or to any real property currently or previously owned, leased, operated, or otherwise controlled by the Company or its Subsidiary or at any real property where the Company or its Subsidiary directed the disposal of any waste or hazardous material.

(c) Except as set forth in Schedule 3.21(c), there is no Environmental Claim pending or, to the Knowledge of the Company, threatened against the Company or its Subsidiary or against any Person whose Liability the Company or its Subsidiary has or may have retained or assumed either contractually or by operation of Law.

(d) The properties, assets and past and present operations of the Company and its Subsidiary have been and are in material compliance with all applicable Laws and Orders relating to public and worker health and safety and there are no Proceedings pending or, to the Knowledge of the Company, threatened alleging non-compliance with or Liability in connection with public and worker health and safety.

Section 3.22 Tax Matters.

Except as set forth in Schedule 3.22:

(a) all Tax returns, statements, reports, and forms (including estimated tax returns and reports), to the extent required to be filed with any Taxing Authority with respect to any Pre-Closing Tax Period by or on behalf of the Company or its Subsidiary (collectively, the "Returns"), have been filed when due in accordance with all applicable Laws, and such Returns are true, correct and complete in all respects;

(b) the Company and its Subsidiary have duly and timely paid in accordance with all applicable Laws all Taxes due and payable with respect to any Pre-Closing Tax Period (whether or not showing on any Returns) and have properly accrued on their books and records any Tax with respect to any Pre-Closing Tax Period that is not yet due and payable;

(c) the Company and its Subsidiary have duly and timely withheld or collected, paid over and reported all Taxes required to be withheld or collected by them in any Pre-Closing Tax Period;

(d) the charges, accruals, and reserves for Taxes with respect to the Company and its Subsidiary for any Pre-Closing Tax Period (excluding any provision for deferred income Taxes) reflected on the books of the Company and its Subsidiary are sufficient to cover such Taxes;

(e) neither the Company nor its Subsidiary has been granted any extension or waiver of the limitation period applicable to the assessment or collection of any Tax;

(f) no Taxing Authority has asserted, in writing, an adjustment that would likely result in an additional Tax for which the Company or its Subsidiary is or may be liable or that could result in a Lien on any of its assets (collectively, "Tax Liability");

(g) there is no current or pending audit, examination, investigation, dispute, or other Proceeding relating to any Tax Liability and, to the Knowledge of the Company, no Taxing Authority is contemplating such a Proceeding;

(h) neither the Company nor its Subsidiary is or has been a party to any listed transaction, as defined in Section 6707A(c)(2) of the Code;

(i) neither the Company nor its Subsidiary (i) is or has been a member of an affiliated group or filed or been included in a combined, consolidated or unitary income Tax Return (other than any such Tax Return of which the Company is the common parent), (ii) has any liability for Taxes of another Person under Section 1.1502-6 of the Treasury regulations (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise or (iii) is a party to or bound by, or liable for any Taxes as a result of, any Tax allocation or sharing agreement;

(j) neither the Company nor its Subsidiary has been a "United States real property holding corporation" (as defined in Code Section 897(c)(2)) during the applicable period specified in Code Section 897(c)(1)(A)(ii);

(k) there are no Liens for Taxes upon the properties or assets of the Company or its Subsidiary, other than Liens for Taxes not yet due or payable;

(l) there is no outstanding power of attorney authorizing anyone to act on behalf of the Company or its Subsidiary in connection with a Tax Liability, Tax Return, or Proceeding relating to a Tax, and there is no outstanding closing agreement, ruling request, request to change a method of accounting, subpoena or request for information with or by any Taxing Authority with respect to the Company or its Subsidiary;

(m) Neither the Company nor its Subsidiary will be required to include any item of income in, or exclude any item or deduction from, taxable income for taxable period or portion thereof ending after the Closing Date as a result of:

(1) any change in a method of accounting under Section 481 of the Code (or any comparable provision of state, local or foreign Tax Laws), or use of an improper method of accounting, for a taxable period ending on or prior to the Closing Date;

(2) an installment sale or open transaction occurring on or prior to the Closing Date;

(3) a prepaid amount received on or before the Closing Date;

(4) any closing agreement under Section 7121 of the Code, or similar provision of state, local or foreign Law; or

(5) any election under Section 108(i) of the Code.

(n) neither the Company nor its Subsidiary has been a "distributing corporation" or a "controlled corporation" in connection with a distribution described in Section 355 of the Code; and

(o) DCS has been treated as a disregarded entity for federal income tax purposes since its formation and will continue to be treated as such through the Closing Date, and no election has been made to treat DCS as other than a disregarded entity for federal income tax purposes.

Section 3.23 Employee Benefit Plans.

(a) Schedule 3.23(a) sets forth a complete and correct list of each plan, fund, Contract, program and arrangement (formal or informal, whether written or not and whether by employment or other individual agreement or not) (each a "Benefit Plan" and, collectively, the "Benefit Plans") related to employment that the Company or any ERISA Affiliate currently sponsors, maintains or contributes to, is required to contribute to, or has or could reasonably be expected to have any Liability of any nature with respect to, whether known or unknown, direct or indirect (including through its affiliation with ERISA Affiliates), fixed or contingent, for the benefit of present or former employees, officers, directors, or other service providers of the Company or its ERISA Affiliates, including those intended to provide: (i) medical, surgical, hospitalization, dental, vision, life insurance, death, disability, severance, accident or other welfare benefits (whether or not included in Section 3(1) of ERISA), (ii) pension, profit sharing, stock bonus, retirement, supplemental retirement or deferred compensation benefits (whether or not tax-qualified and whether or not defined in Section 3(2) of ERISA), (iii) bonus, incentive compensation, option, stock appreciation right, phantom stock, stock purchase, or other equity compensation plan or (iv) salary continuation, paid-time-off, supplemental unemployment, current or deferred compensation (other than current salary or wages paid in the form of cash), termination pay, vacation or holiday benefits (whether or not included in Section 3(3) of ERISA), where "ERISA Affiliate" is any other corporation or trade or business that is treated as

a single employer with the Company as determined under Sections 414(b), (c) (m) or (o) of the Code (each entity other than the Company, an "ERISA Affiliate").

(b) Except as set forth on Schedule 3.23(b), each Benefit Plan and all related trusts, insurance contracts and funds have been maintained, funded and administered in compliance in all material respects substantially in accordance with its terms and is in material compliance with all applicable Laws (including ERISA and the Code). All contributions, premiums and other amounts due to or in connection with, and payments from, each Benefit Plan that are required to be made in accordance with the terms and conditions thereof and applicable Laws (including ERISA and the Code) have been timely made in all material respects. Each Benefit Plan that is intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the IRS or is maintained under a prototype or volume submitter plan and with respect to which the Company is entitled to rely upon a favorable opinion or advisory letter issued by the IRS. To the Company's Knowledge, there is no circumstance that will result in the revocation of such favorable determination letter, opinion letter or advisory letter. All contributions, premiums, fees or charges due and owing to or in respect of any Benefit Plan for periods on or before the Closing have been paid in full by the Company or its ERISA Affiliates prior to the Closing in accordance with the terms of such Benefit Plan and all applicable Laws, and no Taxes or penalties are owing as a result of any Benefit Plan. Neither the Company nor any ERISA Affiliate has engaged in a transaction in connection with which the Company reasonably could be expected to become subject to either a civil penalty assessed pursuant to ERISA or a Tax imposed pursuant to the Code. There are no pending, or, to the Company's Knowledge, threatened or anticipated audits, investigations, claims, suits, grievances or other proceedings, and, to the Company's Knowledge, there are no facts that could reasonably give rise thereto, involving, directly or indirectly, any Benefit Plan, or any rights or benefits thereby (other than routine claims for benefits) by, on behalf of or against any of the Benefit Plans or any trusts related thereto that are reasonably likely to result in a Liability for the Company or an ERISA Affiliate. There are no actions, including audits, requests for information, investigations, complaints, charges, claims, Taxes, penalties or Liens with respect to Benefit Plans pending or, to the Company's Knowledge, threatened against the Company or an ERISA Affiliate.

(c) Except as set forth on Schedule 3.23(c), neither the Company nor its Subsidiary has, at any time during the preceding six (6) years, maintained, sponsored or contributed to any Benefit Plan that is (i) a "defined benefit plan," as defined in ERISA Section 3(35), subject to Title IV of ERISA or (ii) subject to the minimum funding standards of Section 302 of ERISA or Section 412 of the Code. Neither the Company nor any ERISA Affiliate has any Liability with respect to a Benefit Plan resulting from past membership in a controlled group of entities under Section 414 of the Code. No Benefit Plan is a multiple employer plan or multiemployer plan under Section 413(c) or 414(f) of the Code, and neither the Company nor any ERISA Affiliate thereof has ever contributed to a "multiemployer plan" (as such term is defined in Sections 3(37) or 4001(a)(3) of ERISA). No Benefit Plan is a multiple employer welfare arrangement under ERISA Section 3(40). Neither the Company nor an ERISA Affiliate currently maintains a self-insured welfare benefit plan, including a self-insured welfare benefit plan pursuant to which a stop-loss policy or contract applies.

(d) Except as set forth on Schedule 3.23(d), no Benefit Plan provides health, life or other welfare benefits to former employees of the Company or any ERISA Affiliate other than health continuation coverage pursuant to Section 4980B of the Code and Sections 601 through 608, inclusive, of ERISA or similar state statute.

(e) The Company has made available to Parent a correct and complete copy or original (as amended to date) of (i) each written Benefit Plan, including all amendments thereto, and all related trust documents; (ii) an accurate summary of the material terms of each Benefit Plan subject to Title I of ERISA for which Benefit Plan documents have not been made available to Parent under subsection (i), and (iii) the three most recent annual reports (Form 5500 Series) and accompanying schedules with respect to each Benefit Plan, as applicable; (iv) all insurance contracts, administrative services contracts, trust agreements, or investment management agreements maintained in connection with any Benefit Plan, and (v) the most recent determination, opinion, notification or advisory letter from the Internal Revenue Service with respect to each Benefit Plan, as applicable.

(f) Neither the Company nor its ERISA Affiliates have made or committed to make any increase in contributions or benefits under any Benefit Plan that would become effective either on or after the Closing Date.

(g) Except as set forth on Schedule 3.23(g), neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in any payment or increase in benefits (including severance, termination, change in control payments, unemployment compensation, forgiveness of indebtedness or otherwise) becoming due to current or former employees of the Company or any ERISA Affiliate; or (ii) result in any acceleration of the time of payment or vesting of any benefits.

(h) The Company or its ERISA Affiliates, as applicable, can terminate each Benefit Plan without further Liability to the Company or its ERISA Affiliates, other than for benefits described in such Benefit Plans and costs in the normal course associated with terminating any Benefit Plans. No action or omission of the Company, any ERISA Affiliate thereof or any director, officer, employee, or agent thereof in any way restricts, impairs or prohibits the Company, any ERISA Affiliate or any successor from amending, merging, or terminating any Benefit Plan in accordance with the express terms of any such Benefit Plan and applicable Law.

(i) Each Benefit Plan or other contract, plan, program, agreement or arrangement that is a "nonqualified deferred compensation plan" (within the meaning of Section 409A(d)(1) of the Code) has been maintained in documentary and operational compliance in all material respects with Section 409A of the Code and all applicable IRS guidance promulgated thereunder. Neither the Company nor its Subsidiary has Liability with respect to indemnity obligations or "gross up" obligations for any Taxes imposed under Code Section 409A or for excise taxes under Code Section 4980H to the extent applicable.

(j) Except as set forth in Schedule 3.23(j), within the last five (5) years, no fiduciary or any Person who is a party in interest in respect of a Benefit Plan within the meaning of Section 3(14) of ERISA has engaged in a transaction with respect to any Benefit Plan that,

assuming the taxable period of such transaction expired as of the Closing Date, could reasonably be expected to subject the Company or any Subsidiary to a material Tax or penalty imposed by either Section 4975 of the Code of Sections 409, 502(i) or 502(l) of ERISA or could result in a material violation of Section 406 of ERISA Closing (if no exemption applies under or pursuant to Section 408 of ERISA). The Transaction will not result in the assessment of a Tax or penalty against the Company or its Subsidiary under Section 4975 of the Code or Sections 409, 502(i) or 502(l) of ERISA or in a violation by the Company of Section 406 of ERISA Closing (if no exemption applies under or pursuant to Section 408 of ERISA).

(k) Except as set forth in Schedule 3.23(k), the consummation of the Transactions will not (either individually or together with any other event) (i) result in an obligation on the part of the Company or any ERISA Affiliate to make a payment to any employee, officer, director or other service provider of the Company of severance pay, termination pay, change in control payments or other similar payments or benefits, (ii) accelerate the time of payment or vesting of, increase the amount of, or satisfy a condition to the compensation due to any Person under any Benefit Plan, or (iii) constitute a "change in control" or similar event under any Benefit Plan. Except as set forth in Schedule 3.23(k), the Company is not a party to any contract or agreement, plan, or arrangement, including without limitation this Agreement, that individually or collectively with other agreements, and taking into account any transactions or payments contemplated by this Agreement could reasonably be expected to give rise to the payment of any Person of any amount that would not be fully deductible by the Company by reason of Section 280G of the Code. Neither the Company nor its Subsidiary has an obligation to make any reimbursement or other payment to any Person with respect to any Tax imposed under Code Section 4999.

Section 3.24 Bank Accounts. Schedule 3.24 provides the following information with respect to each account maintained by or for the benefit of the Company or its Subsidiary at any bank or other financial institution: (a) the name of the bank or other financial institution at which such account is maintained; (b) the account number; (c) the type of account; and (d) the names of all Persons who are authorized to sign checks or other documents with respect to such account.

Section 3.25 Customers and Suppliers. Set forth on Schedule 3.25 is a list of names of the 20 largest customers and the 10 largest suppliers (in each case, measured by annual dollar volume of purchases or sales during the fiscal year ended December 31, 2017) of the Company's Subsidiary. Except as set forth on Schedule 3.25, there exists no actual or, to the Company's Knowledge, threatened termination or cancellation of the business relationship of the Company's Subsidiary with any of such customers listed on Schedule 3.25.

Section 3.26 Transactions with Affiliated Persons.

(a) For purposes of this Section 3.26, the term "Affiliated Person" means (i) any holder of more than five percent (5%) of the capital stock of the Company, (ii) any director or officer of the Company or its Subsidiary, (iii) any Person that directly or indirectly controls, is controlled by or is under common control with the Company or (iv) any member of the immediately family of any of such Persons and any Person that directly or indirectly controls, is controlled by or is under common control with any such immediately family member.

(b) Except as set forth on Schedule 3.26(b), since January 1, 2016, neither the Company nor its Subsidiary has, in the ordinary course of business or otherwise, (i) purchased, leased or otherwise acquired any property or assets or obtained any services from, (ii) sold, leased or otherwise disposed of any property or assets or provided any services to (except with respect to remuneration for services rendered in the ordinary course of business as director, officer or employee of the Company or its Subsidiary), (iii) entered into or modified in any manner any Contract with or (iv) borrowed any money from, or made or forgiven any loan or other advance (other than expenses or similar advances made in the ordinary course of business) to, any Affiliated Person, and neither the Company nor its Subsidiary currently is party to any Contract, agreement or commitment that contemplates or memorializes any of the foregoing.

Section 3.27 Telecommunications.

(a) Schedule 3.27(a) lists the grants, permits, and authorizations, received by the Company or the Subsidiary from the Federal Communications Commission ("FCC") and state telecommunications regulatory agencies.

(b) Schedule 3.27(b) lists the regulatory filings the Company or its Subsidiary submitted to the Universal Services Administration Company, the FCC, or state telecommunications regulatory agencies.

(c) To the Company's Knowledge, neither the Company nor its Subsidiary is in material violation of any applicable FCC regulatory law or regulation or any state telecommunications law or regulation.

(d) The Company represents and warrants that: (i) neither the Company nor DCS provides any telecommunications, telecommunications services, or other service to its customers which would require authorization from the FCC pursuant to Section 214 of the Communications Act, 47 U.S.C. §214,; and (ii) that the Company need not transfer any such authorization to Sangoma pursuant to this Agreement in order to permit the continued lawful provision of DCS's Interconnected VoIP services "(VoIP") services, as that term is currently defined in section 9.3 of the rules and regulations of the FCC, 47 C.F.R. § 9.3, or any other service currently provided by DCS after the effective date of this Agreement to the extent that the services provided by DCS after the effective date are consistent with the services provided by DCS prior to the effective date. No prior approval of the transfer of any state authorization is required for the consummation of the transactions contemplated herein.

Section 3.28 Securities Matters. Subject to Section 2.01(i):

(a) No Prior Holdings; Acquisition for Investment.

(1) Such Signing Shareholder or Co-Indemnifying Manager is not a registered or beneficial holder of any securities of Sangoma, except that the Company owns 1,000 shares of common stock of Sangoma.

(2) Each Signing Shareholder and Co-Indemnifying Manager acknowledges it will be acquiring Consideration Shares issuable pursuant to this Agreement for investment for their own account and not as nominees or agents, and not with a view to the

resale or distribution of any part thereof, and further represent that they have no present intention of selling, granting any participation in, or otherwise distributing the same. Each Signing Shareholder and Co-Indemnifying Manager further represents that it does not have any Contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participation to such person or to any third person, with respect to any of the Consideration Shares.

(3) Each Signing Shareholder and Co-Indemnifying Manager understands that any Consideration Shares issuable hereunder will not be registered under the Securities Act, on the ground that the sale and the issuance of securities hereunder is exempt from registration under the Securities Act pursuant to Section 4(a)(2) thereof, and that Sangoma's reliance on such exemption is predicated on each such Signing Shareholder's and Co-Indemnifying Manager's representation set forth herein. Each Signing Shareholder and Co-Indemnifying Manager further understands that any Consideration Shares issuable hereunder will constitute a distribution of securities that is exempt from the prospectus requirement of applicable Canadian Securities Laws.

(b) Investment Experience. Each Signing Shareholder and Co-Indemnifying Manager acknowledges that it can bear the economic risk of the investment, and it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment in the Consideration Shares. Each Signing Shareholder and Co-Indemnifying Manager represents that it is an "accredited investor" within the meaning of Rule 501 promulgated under the Securities Act (as amended by Section 413(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act), and agrees that it will not take any action that could negatively impact the availability of the exemption from registration provided by Section 4(a)(2) of the Securities Act with respect to the sale and the issuance of securities hereunder.

(c) Information. Each Signing Shareholder and Co-Indemnifying Manager represents that it has carefully reviewed such information as they have deemed necessary with respect to the Consideration Shares. To each such Signing Shareholder's and Co-Indemnifying Manager's full satisfaction, each Signing Shareholder and Co-Indemnifying Manager acknowledges that it has been furnished all materials requested by such Signing Shareholder or Co-Indemnifying Manager relating to Sangoma, and the issuance of Consideration Shares hereunder, and each Signing Shareholder and Co-Indemnifying Manager acknowledges that it has been afforded the opportunity to ask questions of representatives of Sangoma, to obtain any information necessary to verify the accuracy of any representations or information made or given to such Signing Shareholder and Co-Indemnifying Manager.

(d) Restricted Securities.

(1) Each Signing Shareholder and Co-Indemnifying Manager understands that the Consideration Shares issuable pursuant to this Agreement may not be sold, transferred, or otherwise disposed of without registration under the Securities Act and applicable state and federal securities laws or an exemption therefrom, and that in the absence of an effective registration statement covering the Consideration Shares or any available exemption from registration under the Securities Act and applicable state and federal securities

laws, the Consideration Shares must be held indefinitely. Without limitation of the foregoing, the Consideration Shares may be resold under applicable Canadian Securities Laws in each Province and Territory of Canada, provided: (i) the trade is not a "control distribution" as defined in National Instrument 45-102 – *Resale of Securities*; (ii) no unusual effort is made to prepare the market or create a demand for the Consideration Shares; (iii) no extraordinary commission or consideration is paid in respect of such trade; and (iv) if the selling security holder is an "insider" or "officer" of Sangoma (as such terms are defined by applicable Canadian Securities Laws), the insider or officer has no reasonable grounds to believe that Sangoma is in default of applicable Canadian Securities Laws. Unless registered under the Securities Act and applicable state securities laws, the certificates representing the Consideration Shares shall bear a legend in the following form:

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, (THE "SECURITIES ACT") AND MAY NOT BE OFFERED, SOLD, EXCHANGED, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO OR FOR THE BENEFIT OF ANY NATIONAL, CITIZEN OR RESIDENT OF THE UNITED STATES, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY CREATED OR ORGANIZED IN OR UNDER THE LAWS OF THE UNITED STATES, EXCEPT: (A) TO THE ISSUER, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND WITH APPLICABLE STATE SECURITIES LAWS, (C) IN COMPLIANCE WITH (1) RULE 144 OR (2) RULE 144A UNDER THE SECURITIES ACT AND WITH APPLICABLE STATE SECURITIES LAWS, (D) IN CONNECTION WITH ANOTHER EXEMPTION UNDER THE SECURITIES ACT, OR (E) WITH THE PRIOR WRITTEN CONSENT OF THE ISSUER, UPON THE ISSUER RECEIVING, IN THE CASE OF CLAUSES (C)(1) AND (D) ABOVE, AN OPINION OF COUNSEL FOR THE HOLDER, STATING THAT SUCH SALE, TRANSFER, ASSIGNMENT OR HYPOTHECATION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

(2) Notwithstanding the forgoing, (i) at any time Sangoma or its successor company is a "foreign issuer", as defined in Rule 902(e) of Regulation S of the Securities Act, if such securities are being sold in accordance with the requirements of Rule 904 of Regulation S of the Securities Act, as referred to above, and in compliance with local laws and regulations, the legend may be removed by providing a declaration to the issuer's transfer agent for such securities, in the form as may be prescribed by Sangoma or its successor company from time to time, together with any other evidence, which may include an opinion of counsel of recognized standing reasonably satisfactory to Sangoma or its successor company to the effect that such legend is no longer required under applicable requirements of the Securities Act, required by Sangoma or its successor company or such transfer agent; and (ii) if any such securities are being sold pursuant to Rule 144 under the Securities Act, the legend may be removed by delivery to the registrar and transfer agent for such securities of an opinion of

counsel of recognized standing reasonably satisfactory to Sangoma or its successor company to the effect that such legend is no longer required under applicable requirements of the Securities Act or applicable state securities laws.

(3) Each Signing Shareholder and Co-Indemnifying Manager acknowledges that the Consideration Shares may be resold under applicable Canadian Securities Laws in each Province and Territory of Canada, provided: (i) the trade is not a "control distribution" as defined in National Instrument 45-102 – *Resale of Securities*; (ii) no unusual effort is made to prepare the market or create a demand for the Consideration Shares; (iii) no extraordinary commission or consideration is paid in respect of such trade; and (iv) if the selling security holder is an "insider" or "officer" of Sangoma (as such terms are defined by applicable Canadian Securities Laws), the insider or officer has no reasonable grounds to believe that Sangoma is in default of applicable Canadian Securities Laws. Each Signing Shareholder and Co-Indemnifying Manager is acquiring the Consideration Shares as principal for its own account and not with a view toward, or for sale in connection with, any distribution thereof, or with any present intention of distributing or selling the Consideration Shares in any Province or Territory of Canada. Each Signing Shareholder and Co-Indemnifying Manager is an "accredited investor" as defined in National Instrument 45-106 *Prospectus Exemptions* of the Canadian Securities Administrators and was not created or used solely to purchase or hold Consideration Shares as an "accredited investor" and is able to bear the economic risk of an investment in the Consideration Shares.

(4) Each Signing Shareholder and Co-Indemnifying Manager acknowledges that Sangoma may be required to file a report with the Canadian securities regulatory authorities containing personal information about such Signing Shareholder or Co-Indemnifying Manager, including their full names, addresses and telephone numbers, the number and type of securities purchased, the total purchase price paid for the securities, the date of the closing and the exemption relied upon under applicable Canadian Securities Laws.

(5) Each Signing Shareholder and Co-Indemnifying Manager acknowledges that the Consideration Shares will not be legended pursuant to Canadian Securities Laws and may be resold in each Province and Territory of Canada, provided: (i) the trade is not a "control distribution" as defined in National Instrument 45-102 – *Resale of Securities*; (ii) no unusual effort is made to prepare the market or create a demand for the Consideration Shares; (iii) no extraordinary commission or consideration is paid in respect of such trade; and (iv) if the selling security holder is an "insider" or "officer" of Sangoma (as such terms are defined by applicable Canadian Securities Laws), the insider or officer has no reasonable grounds to believe that Sangoma is in default of applicable Canadian Securities Laws.

(e) Rule 144. Each Signing Shareholder and Co-Indemnifying Manager understands and acknowledges that (i) if Sangoma or any successor company is deemed to have been at any time previously an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, other than a Capital Pool Company (as such term is defined in the TSXV Corporate Finance Manual), Rule 144 under the Securities Act may not be available for resales of the Consideration Shares and (ii) Sangoma is not obligated to make Rule 144 under the Securities Act available for resales of such Consideration Shares.

(f) No Registration Statement. Each Signing Shareholder and Co-Indemnifying Manager understands and acknowledges that Sangoma has no obligation or present intention of filing with the United States Securities and Exchange Commission or with any state securities administrator any registration statement in respect of resales of the Consideration Shares in the United States.

(g) Foreign Issuer. Each Signing Shareholder and Co-Indemnifying Manager understands and acknowledges that Sangoma or any successor company (i) is not obligated to remain a "foreign issuer" within the meaning of Rule 902(e) of Regulation S of the Securities Act, (ii) may not, at the time the Consideration Shares are resold by it or at any other time, be a foreign issuer, and (iii) may engage in one or more transactions which could cause Sangoma or any successor company not to be a foreign issuer, and if Sangoma or any successor company is not a foreign issuer at the time of sale or transfer of the Consideration Shares pursuant to Rule 904 of Regulation S of the Securities Act, the certificates representing the Consideration Shares may continue to bear the legend described above.

(h) Existence and Power. To the extent a Signing Shareholder or Co-Indemnifying Manager is an entity, it is duly incorporated or organized, validly existing, and in good standing under the Laws of the state of such incorporation or organization, and has all powers and all governmental licenses, authorizations, consents, and approvals required to carry on its business as now and as proposed to be conducted.

Section 3.29 Foreign Operations and International Trade. Each of the Company and its Subsidiaries has acted:

(a) In all material respects, at all times pursuant to valid qualifications to do business in all jurisdictions outside the United States where such qualification is required by local Laws;

(b) at all times during the past five years in compliance with all applicable foreign Laws, including Laws relating to foreign investment, foreign exchange control, immigration, employment, wages and benefits, import, export and taxation;

(c) at all times during the past five years in compliance with and without notice of violation of all relevant anti-boycott Laws and guidelines, including Section 999 of the Code and regulations and guidelines issued pursuant thereto and the Export Administration Regulations administered by the U.S. Department of Commerce, as amended from time to time, including all reporting requirements;

(d) at all times during the past five years in compliance with and without notice of violation of any import or export control or sanctions Laws of any jurisdiction, including without limitation the Export Administration Regulations administered by the Bureau of Industry and Security of the U.S. Department of Commerce, sanctions and embargo Laws and executive orders administered by the Office of Foreign Assets Control of the U.S. Treasury Department, and the International Traffic in Arms Regulations administered by the Directorate of Defense Trade Controls of the U.S. State Department, as amended from time to time; and without violation of and in compliance with any required export or re-export permits, licenses or

authorizations granted under such Laws, which permits, licenses or authorizations are set forth in Schedule 3.17(b); and in compliance with and without notice of violation of the Foreign Trade Regulations administered by the Census Bureau of the U.S. Department of Commerce, as amended from time to time, and any Laws related thereto; and

(e) at all times during the past five years in compliance with and without notice of violation of any and all applicable import Laws of any applicable jurisdiction, including without limitation the customs regulations administered by U.S. Customs and Border Protection of the U.S. Department of Homeland Security and the Foreign Trade Regulations administered by the Census Bureau of the U.S. Department of Commerce, as amended from time to time; and in compliance with and without notice of violation of any required import permits, licenses, authorizations and general licenses granted under such Laws, which permits, licenses and authorizations are described in Schedule 3.17(b).

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES REGARDING PARENT AND SUB

Subject to the Disclosure Schedules, Parent and Sub, jointly and severally, hereby represent and warrant to the Company and the Signing Shareholders, as of the date of this Agreement and the Closing Date, as follows:

Section 4.01 Corporate Existence and Power.

(a) Parent is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware and has all corporate powers and all governmental licenses, authorizations, consents, and approvals required to carry on its business as now conducted and as proposed to be conducted.

(b) Sub is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware and has all corporate powers and all governmental licenses, authorizations, consents, and approvals required to carry on its business as now conducted and as proposed to be conducted.

Section 4.02 Authority to Execute and Perform Under Agreement. Each of Parent and Sub has all requisite power and authority to enter into and perform this Agreement and the other Transaction Documents to which it is a party and to carry out its obligations under this Agreement and the other Transaction Documents, and the execution, delivery and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of Parent and Sub. This Agreement has been, and the other Transaction Documents to which each of Parent and Sub is a party will be as of Closing, duly authorized, executed and delivered by each of Parent and Sub and constitutes or will constitute the legal, valid and binding obligations of Parent and Sub, enforceable against Parent and Sub in accordance with the terms thereof, except to the extent that enforceability may be limited by the effect of (i) any applicable bankruptcy, reorganization, insolvency, moratorium or other Laws affecting the enforcement of

creditors' rights generally, and (ii) general principles of equity, regardless of whether such enforceability is considered in a Proceeding at Law or in equity.

Section 4.03 Governmental Authorization; Consents. Neither the execution, delivery, or performance of this Agreement or any other Transaction Document by Parent or Sub nor the consummation by Parent and Sub of any of the transactions contemplated hereby or thereby will require the approval, consent, or any action by or in respect of, or filing, declaration, or registration with any Authority, except for the filing of the Certificate of Merger with the Secretary of State of Delaware as set forth in Section 2.01(a)(2) and Section 6.04.

Section 4.04 Non-Contravention. Neither the execution, delivery, and performance by Parent and Sub of this Agreement or any other Transaction Document nor the consummation of the Merger or any of the transactions contemplated hereby or thereby does or will contravene, conflict with or result in a violation or a breach of the terms, conditions or provisions of or constitute a default, an event of default or an event creating rights of termination under (i) the Organizational Documents of Parent or Sub; (ii) any provision of any applicable Law or Order binding upon or applicable to Parent or Sub; or (iii) any material Contract, to which Parent or Sub is a party or by which Parent or Sub or either of their material assets or properties are bound, except, in the case of (i), (ii) or (iii), where the failure would not have a material adverse effect on the ability of Parent or Sub to consummate the transactions contemplated hereby.

Section 4.05 Brokers' and Finders' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Parent or Sub who might be entitled to any fee or commission from the Closing Equityholders, the Company, or any of their respective Affiliates in respect of the transactions contemplated by this Agreement.

Section 4.06 Financing. At Closing, Parent will have available adequate funds for the payments contemplated by this Agreement.

Section 4.07 Registration. The Consideration Shares are exempt from registration in the United States and in Canada, conditioned upon the representations and warranties in Section 3.28 being true and correct.

Section 4.08 Rule 144. Sangoma has not been at any time previously an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, other than a Capital Pool Company (as such term is defined in the TSXV Corporate Finance Manual).

Section 4.09 Controlled Foreign Corporation. Neither Parent nor Sub nor any of its affiliates is or holds an interest in a "controlled foreign corporation" (as that term is defined in Section 957 of the Code).

ARTICLE V.
COVENANTS OF THE COMPANY, SIGNING SHAREHOLDERS

Section 5.01 Conduct of the Company. During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement or the Effective Time, the Company agrees (except to the extent expressly contemplated by this Agreement or as

consented to in writing by Parent) to, and to cause its Subsidiary to: (i) carry on its business in the usual regular and ordinary course in substantially the same manner as heretofore conducted; (ii) use its reasonable best efforts to preserve intact its present business organization, keep available the services of its present officers and key employees, and preserve its relationships with material customers, suppliers, distributors, licensors, licensees, and others having business dealings with it; (iii) use its reasonable best efforts to prevent the lapse or other loss of any material Intellectual Property Rights of the Company or its Subsidiary; (iv) operate its business in all material respects in compliance with all applicable Laws; and (v) maintain in effect and, when necessary, renew the insurance policies of the Company and its Subsidiary and confer with Parent prior to making any modifications to the insurance policies of Company and its Subsidiary. Without limiting the foregoing, except as expressly contemplated by this Agreement or as set forth on Schedule 5.01, Company shall not, and shall cause its Subsidiary to not, do, cause or permit any of the following, without prior written consent of Parent, which shall not be unreasonably withheld:

(a) cause or permit any amendments to its Organizational Documents;

(b) declare or pay any dividends on or make any other distributions (whether in cash, stock or property, and except for dividends or distributions from DCS to the Company) in respect of any of its capital stock, or split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, or repurchase, redeem or otherwise acquire, directly or indirectly, any shares of its capital stock except from former employees, directors and consultants in accordance with agreements providing for the repurchase of shares in connection with any termination of service to it;

(c) accelerate, amend or change the terms of existing Options (except to the extent otherwise contemplated by this Agreement);

(d) issue, deliver, sell or pledge, encumber, or authorize or propose the issuance, delivery, sale, pledge or encumbrance of, or purchase or authorize or propose the purchase of, any shares of its capital stock or securities convertible into, or subscriptions, rights, warrants or options to acquire, or other agreements or commitments of any character obligating it to issue any such shares or other convertible securities;

(e) transfer to any Person any right to its Intellectual Property Rights other than in the ordinary course of business consistent with past practice;

(f) sell, lease, license, pledge, abandon or otherwise dispose of or encumber or subject to any Lien any of its properties or assets that are material, individually or in the aggregate, to its business, taken as a whole, other than in the ordinary course of business consistent with past practice;

(g) accelerate, beyond the normal collection cycle, the collection of accounts receivable or delay, beyond normal past practices, the payment of accounts payable, or waive any rights in material value or take any actions with respect to collection practices that would

result in any material Losses or material adverse changes in collections, whether or not in the ordinary course of business;

(h) incur, issue or guarantee any material Indebtedness, other than borrowings under the Company's existing revolving line(s) of credit in the ordinary course of business, or fail to pay or discharge any material Indebtedness when due in accordance with its terms;

(i) make any material change in the business or operations of the Company or its Subsidiary;

(j) enter into, terminate (or fail to renew), amend or modify any agreement that is or would be a Material Contract;

(k) make any capital expenditures, capital additions or capital improvements, except as specifically provided in the capital budget provided to Parent prior to the date of this Agreement;

(l) cancel, terminate or materially reduce the amount of any insurance coverage provided by existing insurance policies, or cause any of the coverage thereby to lapse;

(m) terminate or waive any right of substantial value (including any rights under any confidentiality or non-disclosure agreement), other than in the ordinary course of business;

(n) enter into any transaction, or enter into, terminate (or fail to renew), amend or modify any Contract, with any of its Affiliates, directors, employees, officers or stockholders or any of their respective Affiliates;

(o) hire any new officer-level employee, pay or agree to pay any special bonus, special remuneration or special noncash benefit (except payments and benefits made pursuant to written agreement outstanding on the date hereof), or materially increase the benefits, salaries or wage rates of its employees, officers, directors or independent contractors, other than in the ordinary course of business consistent with past practices;

(p) except in the ordinary course of business consistent with past practices, grant or pay any severance or termination pay or benefits to any director, officer, employee or independent contractor except for payments required by written agreement outstanding on the date hereof;

(q) make or forgive any loan or advance to any director, officer or employee (excluding advances of normal business expenses in the ordinary course of business consistent with past practice), except as required by Law;

(r) (i) amend or terminate any Benefit Plan, (ii) establish any plan, policy, program, agreement or arrangement that would be a Benefit Plan if it were in effect as of the date of this Agreement or (iii) change any actuarial or other assumptions used to calculate funding obligations with respect to any Benefit Plan, except in each case as may otherwise be required

hereby or except as may be required to comply with Law, to maintain the tax-qualified status of any Benefit Plan or to preserve the expected tax benefits of any Benefit Plan;

(s) acquire or agree to acquire by merging with, or by purchasing a substantial portion of the stock or assets of, any Person or business or otherwise acquire or agree to acquire any assets that are material to its business taken as a whole, or enter into any joint venture or partnership;

(t) make or change any election in respect of Taxes, adopt or change any accounting method in respect of Taxes, enter into any closing agreement, settle any material Proceeding in respect of Taxes, or consent to any extension or waiver of the limitation period applicable to any Proceeding in respect of Taxes or Tax Returns, surrender any right to a claim a refund of Taxes, or take any action or fail to take any action that would have a Material Adverse Effect on the Tax liability of the Company or its Subsidiary;

(u) change any accounting policies or procedures, except as may be required by US GAAP or applicable Law;

(v) adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or its Subsidiary;

(w) waive, release, assign, settle or compromise any material Proceeding;

(x) abandon any application or registration filed by or on behalf of the Company or its Subsidiary relating to Company IP Rights;

(y) except in the ordinary course of business consistent with past practices in the 12 months prior to Closing, (i) offer or otherwise provide any material discounts to customers to induce sales or revenue recognition or any discounts, incentives or other price reductions on products or service plans, (ii) offer, create or provide service plans not provided in the 12 months prior to Closing, or use efforts greater than those used in the 12 months prior to Closing to offer, sell or otherwise provide service plans, (iii) agree to non-arm's length arrangements with suppliers, or (iv) materially change any business practice, each without the prior written consent of Parent;

(z) create any Subsidiaries;

(aa) take any action which would render any representation or warranty made by it in this Agreement untrue or inaccurate at the Closing; or

(bb) authorize, take or agree to take any of the actions described in Sections 5.01(a) – (aa).

Section 5.02 Access to Information. The Company will (i) give Parent, its counsel, financial advisors, auditors, lenders and other authorized representatives full and free access, during normal business hours, to the offices, properties, books and records of the Company and its Subsidiary, and (ii) furnish to Parent, its counsel, financial advisors, auditors, lenders and other authorized representatives such financial and operating data, employee email addresses and

other information relating to the Company and its Subsidiary as such Persons may reasonably request, provided that Parent shall cooperate with the Company to use commercially reasonable efforts to preserve any legal privilege of the Company or its Subsidiary, including the attorney-client privilege or the attorney work product privilege.

Section 5.03 Notices of Certain Events. The Company shall promptly notify Parent of any notice or other communication from (i) any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement or any other Transaction Document and (ii) any governmental or regulatory agency or Authority in connection with the transactions contemplated by this Agreement or any other Transaction Document.

Section 5.04 Certain Consents. The Company shall, prior to the Closing, use its reasonable best efforts to obtain those actions, consents, approvals or waivers required for the satisfaction of the closing condition set forth in Section 7.02(d) in connection with the consummation of the transactions contemplated by this Agreement and the other Transaction Documents. Parent shall cooperate and use its commercially reasonable efforts to assist the Company in giving such notices and obtaining such consents, approvals and waivers; provided, however, that Parent shall have no obligation to give any guarantee or other consideration of any nature in connection with any such notice or consent, waiver or approval or to consent to any change in the terms of any agreement or arrangement, and neither the Company nor the Sellers shall be required to pay any material fees, penalties, costs or expenses or otherwise expend any material funds in order to obtain any such Consent if doing so would have a Material Adverse Effect on the Company and its Subsidiaries, taken as a whole.

Section 5.05 Expenses.

(a) On or prior to the Closing Date, the Company shall pay or accrue all Transaction Expenses of the Company incurred in connection with the transactions contemplated by this Agreement and the Transaction Documents.

(b) Except as provided in Section 2.05(e), all stock transfer Taxes and other similar Taxes related to the transfer of shares of the Company's capital stock contemplated by this Agreement (including any penalties and interest), if any, imposed as a result of the transactions contemplated by this Agreement shall be borne by Parent. Any sales Taxes, use Taxes, real estate transfer and gains Taxes, stamp Taxes (except with respect to the transfer of shares of capital stock) and other similar Taxes (including any penalties and interest), if any, imposed in the United States as a result of the transactions contemplated by this Agreement shall be borne by the Signing Shareholders.

Section 5.06 Supplemental Disclosure. Prior to the Closing Date, the Company shall prepare a statement setting forth each fact or condition that occurred or arose between the date hereof and the Closing Date that would constitute a variance from any representation or warranty of the Company in this Agreement, including any supplement to any Disclosure Schedule required to make the information in the Disclosure Schedules true and correct as of the Closing Date and indicating the particular representations and warranties to which such information relates, and deliver such statement (the "Bringdown Statement") to Parent no later than three

Business Days preceding the Closing Date; provided that, notwithstanding any term to the contrary in this Agreement, the Bringdown Statement shall have no effect: (a) for purposes of any right to indemnification by any Parent Indemnified Party, to the extent such matter in the Bringdown Statement is either (i) outside of the ordinary course of the conduct of the Company as permitted in Section 5.01 or (ii) could result in Losses to a Parent Indemnified Party, or (b) in determining the satisfaction of the conditions set forth in Section 7.02(b) of this Agreement or in any other regard with respect to this Agreement; provided however, that in the case that such matter in the Bringdown Statement would have resulted in a Loss as a breach or inaccuracy of a representation and warranty, it shall be subject to any applicable caps and limitations associated with a breach of such representation and warranty under Article 9 (whether as general representation or warranty or Company Fundamental Representation, as the case may be) except to the extent otherwise mutually agreed by the Parent and the Shareholder Representative in writing.

Section 5.07 No Solicitation.

(a) No Solicitation. From the date of this Agreement until the earlier of (i) the Closing and (ii) the termination of this Agreement pursuant to Article VIII, the Company shall not, and shall not permit its Subsidiary or any of their respective Representatives to, directly or indirectly, and the Signing Shareholders and Co-Indemnifying Managers shall not, and shall not permit any of their respective Affiliates or Representatives to, directly or indirectly:

(1) solicit, initiate or encourage any proposal or offer from any Person (other than Parent or an Affiliate thereof) relating to an Acquisition Transaction;

(2) participate in any discussions or negotiations or enter into any agreement with, or provide any information to, any Person (other than Parent or an Affiliate thereof) in connection with an Acquisition Transaction made by such Person; or

(3) accept any proposal or offer from any Person (other than Parent or an Affiliate thereof) relating to an Acquisition Transaction.

(b) Pre-Existing Negotiations. The Company, the Signing Shareholders, the Co-Indemnifying Managers and their respective Representatives shall cease all pre-existing negotiations with all third parties (other than Parent or an Affiliate thereof) related to an Acquisition Transaction and shall not recommence such negotiations unless this Agreement is terminated.

(c) Exclusivity.

(1) Each of the Company, its Subsidiaries, Shareholders Representative, and each of the Signing Shareholders and Co-Indemnifying Managers shall, and shall cause their respective Affiliates and their respective Representatives to, immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any Person conducted heretofore with respect to any Acquisition Transaction.

(2) From the date hereof until the earlier to occur of (i) the valid termination of this Agreement pursuant to the terms and conditions set forth herein and (ii) the

Closing, none of the Company, its Subsidiaries, Shareholders Representative, the Signing Shareholders or the Co-Indemnifying Managers shall, and each shall cause their Affiliates and each of their respective Representatives not to, directly or indirectly, (A) solicit, encourage, initiate, endorse, cooperate with or otherwise encourage or facilitate (including by way of furnishing non-public information or data) any inquiry, proposal or offer with respect to, or the making or completion of, any Acquisition Transaction, or any inquiry, proposal or offer that could reasonably be expected to lead to any Acquisition Transaction, (B) conduct any discussion, or enter into any negotiations or submissions of proposals or offers in respect of an Acquisition Transaction, (C) provide any non-public financial or other confidential or proprietary information regarding the Company or its Subsidiaries (including this Agreement and any other materials containing Parent's proposed terms and any other financial information, projections or proposals regarding the Company and/or its Subsidiaries) to any Person (other than Parent and its Representatives), or provide access to any Person to the properties, assets, officers or employees of the Company or its Subsidiaries, in each case in connection with an Acquisition Transaction, (D) approve or recommend any Acquisition Transaction (except the transactions contemplated by this Agreement) or (E) enter into any letter of intent, definitive acquisition agreement, agreement in principle, merger agreement, option agreement, joint venture agreement, partnership agreement or any other similar Contract requiring any Person to abandon, terminate or breach its obligations hereunder or fail to consummate the transactions contemplated by this Agreement or otherwise relating to an Acquisition Transaction. If any of the Company, its Subsidiaries, Shareholders Representative, the Signing Shareholders or the Co-Indemnifying Managers, their Affiliates, or their respective Representatives receives an unsolicited inquiry, proposal or offer by a Person (other than Parent) with respect to or relating to any Acquisition Transaction, such Person shall notify Parent promptly (and in no event more than 48 hours after receipt) that it received such inquiry, proposal or offer and the terms thereof and provide all documents relating to it.

Section 5.08 Non-Competition; Non-Solicitation; Non-Disparagement.

(a) For a period of four (4) years commencing on the Closing Date (the "Restricted Period"), no Spencer Shareholder shall, and none shall permit his or her Affiliates to, anywhere in the world, directly or indirectly, in any capacity, including as an owner, partner, employee, proprietor, independent contractor, agent, lessee, licensee, operator, consultant, advisor, officer, director, manager, joint venture, trustee, creditor, investor, or equity holder except on behalf of Parent, the Surviving Corporation or their subsidiaries or Affiliates (collectively, the "Protected Parties"):

(i) provide, supervise, manage, consult, establish, open, assist or otherwise engage in any manner in a unified communication (UC) business, including the sale of: (1) converged communication devices, including telephony cards, VoIP gateways or other devices used to access the PSTN; (2) SIP trunking; (3) phones (whether based on POTS, SIP, IP or whether in a physical device, softphone or any other form); or (4) private branch exchanges or similar business communication systems (whether based on TDM, IP, SIP or any other technology and whether offered on premise, in the cloud, as a service or in any other form), or any element of any of the foregoing or the provision of consulting or management services related thereto (the "Restricted Services"); or

(ii) interfere in with the business relationships (whether formed prior to or after the date of this Agreement) of any Protected Party; provided, however, that:

(1) any Spencer Shareholder or his or her Affiliate may own up to (but not more than) 2% of any class of the securities of any Person (but may not otherwise participate in the activities of such Person) if such securities are listed on any national or regional securities exchange or have been registered under Section 12(g) of the Exchange Act; and

(2) any Spencer Shareholder or his or her Affiliate may own any or all of the securities of Avilution, LLC ("Avilution") and the restrictions set forth in this Section 5.08(a) shall not apply with respect to Avilution so long as the aggregate revenues, assets and/or net profits of Avilution for any calendar year that are attributable to Restricted Services do not account for more than ten percent (10%) of Avilution's revenues, assets and/or net profits, respectively; provided, however, that nothing contained herein shall impose on any Spencer Shareholder, Avilution or any other Affiliate of any Spencer Shareholder any obligation to disclose to any party, or give any party any right to obtain, any information or documentation regarding Avilution's revenues, assets and/or net profits.

(b) Each Spencer Shareholder agrees that during the Restricted Period neither it nor any of its Affiliates shall, directly or indirectly, except as an agent or employee of a Protected Party, (a) hire, solicit or interview, or attempt to hire, solicit or interview, any employee of a Protected Party or to persuade any such employee to leave employment with a Protected Party; or (b) assist or retain any third party to hire, solicit or interview, or attempt to hire, solicit or interview, any employee of a Protected Party or to persuade any such employee to leave employment with a Protected Party; provided, however, that:

(i) nothing in this Section 5.08(b) shall prohibit any general solicitations through an advertisement not specifically targeted at any Protected Party, or any of their respective employees; and

(ii) a Spencer Shareholder or his or her Affiliate may employ any current or former employee of the Company and/or its Subsidiary if (A) the former employee voluntarily terminated his or her employment with the Company or the Company terminated the former employee's employment with the Company for cause, in either case, more than one hundred eighty (180) days prior to the date of the former employee's employment by such Spencer Shareholder or Affiliate or (B) the Company terminated the former employee's employment with the Company without cause.

(c) Each Spencer Shareholder agrees that during the Restricted Period neither it nor any of its Affiliates shall, directly or indirectly, (i) solicit, entice, divert, or take away, or attempt to solicit, entice, divert or take away, any current or potential clients, customers, vendors, suppliers or any other Person who has established or is seeking to establish a business relationship with a Protected Party for purposes of diverting their business or services from a Protected Party, or (ii) take any action that is designed or intended to have the effect of discouraging any existing or potential suppliers, vendors, customers, employees or contractors of a Protected Party from maintaining the same business relationship with a Protected Party after the Closing Date as it maintained with the Company or its Subsidiary prior to the Closing Date;

provided, however, that this Section 5.08(c) shall not prohibit any Spencer Shareholder and his or her Affiliates from owning any securities or engaging in any activities permitted by Section 5.08(a).

(d) Each Signing Shareholder that is not a Spencer Shareholder, other than ADTRAN, Inc., agrees that during the period of two (2) years commencing on the Closing Date, it shall not (a) hire, solicit or interview, or attempt to hire, solicit or interview, any employee of a Protected Party set forth on Schedule 5.08(d) ("Restricted Employees") or to persuade any such Restricted Employee to leave employment with a Protected Party; or (b) assist or retain any third party to hire, solicit or interview, or attempt to hire, solicit or interview, any Restricted Employee or to persuade any such Restricted Employee to leave employment with a Protected Party, or (c) allow its fund managers to provide assistance to its Affiliates with hiring, soliciting or interviewing of any such Restricted Employees; provided, that nothing in this Section 5.08(d) shall prohibit any general solicitations through an advertisement not specifically targeted at any Protected Party, or any of their respective employees; provided further, that each such Signing Shareholder agrees not to hire, directly or indirectly, any Restricted Employee so solicited during such two-year period.

(e) Parent agrees that it will not, and will not permit any Protected Party, during the period of two (2) years commencing on the Closing Date, to (a) hire, solicit or interview, or attempt to hire, solicit or interview, any employee of an ADTRAN Protected Party ("ADTRAN Restricted Employees") or to persuade any such ADTRAN Restricted Employee to leave employment with an ADTRAN Protected Party; or (b) assist or retain any third party to hire, solicit or interview, or attempt to hire, solicit or interview, any ADTRAN Restricted Employee or to persuade any such ADTRAN Restricted Employee to leave employment with a ADTRAN Protected Party; provided, that nothing in this Section 5.08(e) shall prohibit any general solicitations through an advertisement not specifically targeted at any ADTRAN Protected Party, or any of their respective employees; provided further, that Parent agrees that it shall not, and shall not permit the Protected Parties, to hire, directly or indirectly, any ADTRAN Restricted Employee so solicited during such two-year period. "ADTRAN Protected Party" means ADTRAN, Inc. or its subsidiaries or Affiliates.

(f) ADTRAN, Inc. agrees that it will not, and will not permit any ADTRAN Protected Party, during the period of two (2) years commencing on the Closing Date, to (a) hire, solicit or interview, or attempt to hire, solicit or interview, any Restricted Employee or to persuade any such Restricted Employee to leave employment with a Protected Party; or (b) assist or retain any third party to hire, solicit or interview, or attempt to hire, solicit or interview, any Restricted Employee or to persuade any such Restricted Employee to leave employment with a Protected Party, or (c) allow its fund managers to provide assistance to its Affiliates with hiring, soliciting or interviewing of any such Restricted Employees; provided, that nothing in this Section 5.08(f) shall prohibit any general solicitations through an advertisement not specifically targeted at any Protected Party, or any of their respective employees; provided further, that ADTRAN shall not, and shall not permit the ADTRAN Protected Parties, to hire, directly or indirectly, any Restricted Employee so solicited during such two-year period.

(g) Each Signing Shareholder, other than ADTRAN, Inc., agrees that during the Restricted Period, it will not say, publish or cause to be published or do (or allow its fund

managers to cause any Affiliates to say, publish or cause to be published or do) anything that disparages or would reasonably be likely to harm a Protected Party's goodwill, business reputation or relationship with existing or potential suppliers, vendors, clients, employees, contractors, investors or the financial community in general, or the goodwill or business reputation of a Protected Party, unless the furnishing of such information is required by Law, in which case the disclosing party may make such disclosure only to the extent necessary, in the reasonable opinion of counsel for the disclosing party, to comply with such legal requirement; provided however, that nothing contained herein shall prohibit any such Signing Shareholder or its fund managers from making any statements or stating its opinions concerning the industries in which a Protected Party operates.

(h) Each Signing Shareholder acknowledges that a breach or threatened breach of this Section 5.08 would give rise to irreparable harm to the Protected Parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by a Signing Shareholder of any such obligations, the Protected Parties shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond). In the event of a violation or breach by a Signing Shareholder of any agreement set forth in this Section 5.08, the term of the Restricted Period applicable to such Signing Shareholder shall be extended by a period equal to the duration of such violation or breach.

(i) Each Signing Shareholder acknowledges that the geographic boundaries, scope of prohibited activities and the duration of the provisions of this Section 5.08 are reasonable and are no broader than are necessary to protect the legitimate business interests of the Protected Parties, including the ability of Parent to realize the benefit of its bargain under this Agreement, and that such restrictions constitute a material inducement to Parent to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 5.08 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable Law. The covenants contained in this Section 5.08 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 5.09 Confidentiality. From and after the Closing, each Signing Shareholders agrees that it shall, and shall cause its Affiliates and each of their respective Representatives to, treat and hold as confidential, and not use or disclose any documents and information concerning (a) the Company, (b) a Protected Party, or (c) the transactions contemplated by this Agreement, including all trade secrets, know-how or confidential information of the Company or third parties (collectively, the "Confidential Information"), except to the extent that the Signing Shareholders can show that such Confidential Information is generally available to and known by the public

through no fault of the Signing Shareholders or any of their respective Affiliates or their respective Representatives. If the Signing Shareholders or any of their Affiliates or their respective Representatives are compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of Law, such Person shall promptly notify Parent in writing and shall disclose only that portion of such Confidential Information which such Person is advised by its counsel in writing is legally required to be disclosed, provided that such Person shall use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such Confidential Information.

Section 5.10 Shareholder Approval.

(a) The Company shall, as soon as practicable following execution of this Agreement, but in no event later than August 30, 2018, duly submit this Agreement for adoption at a special meeting of the shareholders of the Company (or through an action by consent of the shareholders) in accordance with the DGCL (the "Shareholder Approval").

(b) As promptly as practicable after obtaining the Shareholder Approval, the Company shall notify each shareholder who is entitled to dissenters' rights of the approval of the Merger and that dissenters' rights are available, pursuant to the DGCL. Such notice pursuant to the DGCL shall be in a form reasonably acceptable to Parent and shall be in compliance with Section 262 of the DGCL. The Company shall advise Parent as promptly as practicable of any notice received from any shareholder purporting to exercise dissenters' rights.

Section 5.11 Adequate Financial Assets. Each of the Signing Shareholders (other than the Spencer Shareholders and ADTRAN, Inc.) (i) represent and warrant that it is governed by, in the case of a limited partnership, Delaware Revised Uniform Limited Partnership Act, 6 Del. C. § 17-804(b) or in the case of a limited liability company, Delaware Limited Liability Company Act, 6 Del. C. § 18-804(b). (iii) agrees that it will not dissolve or shut down for two years after the Closing, and (iii) agrees that it will maintain adequate financial assets in order to satisfy its obligations under this Agreement for 16 months after the Closing Date in accordance with Delaware law.

ARTICLE VI.
COVENANTS OF ALL PARTIES

Each of the parties hereto agree as follows:

Section 6.01 Reasonable Best Efforts. Subject to the terms and conditions of this Agreement, each party will use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Laws and regulations to consummate the transactions contemplated by this Agreement and the other Transaction Documents. The Company and Parent each agree, prior to the Closing, and Parent, after the Closing, agree to cause the Company to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

Section 6.02 Certain Filings. The Company and Parent shall cooperate with each other (i) in determining whether any action by or in respect of, or filing with, any governmental body, agency, official or authority is required in connection with the consummation of the transactions contemplated by this Agreement and (ii) in taking such actions or making such filings or furnishing information required in connection therewith, including the filings contemplated by Sections 3.03, 5.05 and 6.04.

Section 6.03 Public Announcements. The parties agree that the press release set forth on Exhibit I attached hereto ("Press Release") shall be published by Parent following the execution of this Agreement by all parties. None of the Signing Shareholders, Shareholders Representative, or (prior to the Closing) the Company or its Subsidiaries shall issue any press release or make any public statement with respect to this Agreement or the transactions contemplated hereby without the prior written consent of Parent, which consent shall not be unreasonably withheld. From and after the Press Release being published, Parent and (after the Closing) the Company and its Subsidiaries may issue any press release or make any public statement with respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media at its sole direction.

Section 6.04 Merger Filings. On the Closing Date, Sub and the Company shall cause their respective duly authorized officers to prepare and execute the Merger Certificate and to cause such document to be duly filed with the Secretary of State of Delaware on the Closing Date.

Section 6.05 Directors and Officers; Insurance.

(a) The sole source of recovery or other funds with respect to any indemnification, advancement or exculpation by the Company or its Subsidiaries for the directors and officers of the Company and its Subsidiaries prior to Closing shall be the policies described in Section 6.05(b).

(b) For a period of six (6) years from the Effective Time, the Surviving Corporation shall obtain a "tail" policy(ies) providing extended reporting period coverage under the existing officers' and directors' insurance policies of the Company and its Subsidiary; provided, however, that such extended reporting period coverage is no less favorable to the officers and directors of the Company and its Subsidiary than the foregoing coverage. Prior to Closing, the Company shall pay the cost of such tail policies, which if not paid, shall be included in the Transaction Expenses (to the account of the Company prior to Closing).

(c) Prior to the Closing, Parent and Company shall obtain and bind the R&W Insurance Policy on the terms and conditions set forth on Exhibit D. The Seller Representative and the Company shall cooperate with Parent's efforts and provide assistance as reasonably requested by Parent to obtain and bind the R&W Insurance Policy. Prior to the Closing, (i) the Company shall pay or cause to be paid (A) all costs and expenses (including the total premium, underwriting costs, brokerage commissions, and other fees and expenses) related to the Tax portion of the R&W Insurance Policy and (B) one-half of the costs and expenses related to the general, non-Tax portion of the R&W Insurance Policy, and (ii) Parent shall pay or cause to be paid one-half of the costs and expenses related to the general, non-Tax portion of the R&W

Insurance Policy. With respect to the immediately foregoing sentence, the parties agree that Parent has paid $[redacted] for the underwriting costs of the R&W Insurance Policy and, at Closing, the Company shall pay $[redacted] of such underwriting costs to Parent as a Transaction Expense.

(d) Notwithstanding any other provision of this Agreement to the contrary, the provisions of Section 6.05(a) are intended to be for the benefit of each director or officer of the Company or its Subsidiary (each, a "Covered Person"). The obligations of Parent and the Surviving Corporation under Section 6.05(a) shall not be terminated or modified in such a manner as to adversely affect any Covered Person to whom Section 6.05(a) applies without the express written consent of such affected Covered Person.

Section 6.06 Employee Matters.

(a) Each individual who is employed by the Company immediately prior to the Closing Date shall remain an employee of the Company following the Closing Date (each such employee, an "Affected Employee"); provided, however, that this Section 6.06 shall not be construed to limit the ability of Parent or the Company to terminate the employment of any Affected Employee following the Closing Date in accordance with applicable Law, subject to the terms of any applicable employment or other agreement and shall not confer on any Affected Employee third-party beneficiary rights under this Agreement.

(b) Parent shall, or shall cause the applicable plan sponsor or plan administrator to give Affected Employees full credit for purposes of eligibility and vesting under any employee benefit plan maintained by the Company or its Subsidiary (as applicable) in which Affected Employees are eligible to participate for such Affected Employees' service with the Company as of the Closing Date, to the extent such service was recognized under the corresponding Benefit Plan covering such Affected Employees, except to the extent such credit would result in the duplication of benefits for the same period of coverage.

(c) Subject to consent from any insurance carrier in the case of insured plans, the Parent shall, or shall cause the applicable plan sponsor or plan administrator to, (i) waive all limitations as to preexisting conditions, exclusions and waiting periods with respect to participation and coverage requirements applicable to the Affected Employees under any employee benefit plans that such Affected Employees may be eligible to participate in after the Closing Date, other than limitations or waiting periods that are already in effect with respect to such Affected Employees and that have not been satisfied as of the Closing Date under any employee benefit plan maintained for the Affected Employees immediately prior to the Closing Date and as if the transactions contemplated by this Agreement had not taken place; and (ii) provide Affected Employees with credit for any co-payments and deductibles paid prior to the Closing Date in satisfying any applicable deductibles or out-of-pocket requirements under any employee benefit plans that such Affected Employees are eligible to participate in after the Closing Date.

Section 6.07 Certain Tax Matters.

(a) Parent shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company for all periods ending on or prior to the Closing Date or that

include the Closing Date that are filed after the Closing Date, and timely pay or cause to be paid all Taxes with respect to such Tax Returns. Parent shall permit the Shareholders' Representative to review and comment on each such Tax Return described in the preceding sentence within a reasonable time prior to filing and shall incorporate any reasonable comments prior to filing. In the case of Taxes that are payable with respect to a taxable period that begins before and ends after the Closing Date (each such period, a "Straddle Period"), the portion of any such Taxes that are treated as attributable to the Pre-Closing Tax Period for purposes of this Agreement shall be: (x) in the case of Taxes (i) based upon, or related to, income, receipts, profits, wages, capital or net worth, (ii) imposed in connection with the sale, transfer or assignment of property, or (iii) required to be withheld, deemed equal to the amount which would be payable if the taxable year ended with the Closing Date; and (y) in the case of other Taxes, deemed to be the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of days in the period ending on the Closing Date and the denominator of which is the number of days in the entire period.

(b) Each Party shall cooperate fully as and to the extent reasonably requested by another Party in connection with the preparation and filing of any Tax Return and the defense of any claim, audit, litigation or other proceeding, with respect to Taxes of the Company for any Tax period ending on or prior to the Closing Date or that includes the Closing Date. The Parties agree to abide by all record retention requirements of, or record retention agreements entered into with, any taxing authority.

(c) Unless otherwise required by law, without the prior written consent of Shareholders' Representative, Parent agrees not to, or cause or permit the Company to, make or change any material Tax election or amend any Tax Return, in each case for any Tax period ending on or prior to the Closing Date or that includes the Closing Date, if such election, change, amendment or position is reasonably expected to increase the liability of Shareholders for Taxes or otherwise result in any claim against the Indemnification Escrow Fund.

(d) After the Closing Date, Parent, the Company and their Affiliates shall not, without the written consent of Shareholders' Representative, agree to the waiver or any extension of the statute of limitations relating to any Taxes of the Company for any Tax period ending on or prior to the Closing Date or that includes the Closing Date, unless otherwise required by Law.

(e) Notwithstanding anything to the contrary in this Agreement or otherwise, the Parties agree that any reduction in the net operating losses of the Company arising out of the acceleration of any deferred revenue for Tax purposes shall not be deemed to result in any Loss to the Company or otherwise give rise to any claim for indemnification or breach of any representation or warranty set forth herein.

Section 6.08 Signing Shareholders and Co-Indemnifying Managers Release and Disclaimer.

(a) Effective upon the Closing, each Signing Shareholder and Co-Indemnifying Manager, on behalf of itself, himself or herself and each of its, his or her heirs, administrators, executors, trustees, beneficiaries, successors and assigns (the "Releasing Parties"), hereby releases, forever discharges and covenants not to sue each of Parent, the

Surviving Corporation, the Company, DCS and each of their respective individual, joint or mutual, representatives, directors, officers, attorneys, agents, employees, Affiliates, successors and assigns (each, a "Company Releasee") from and with respect to any and all claims, dues and demands, proceedings, causes of action, orders, obligations, contracts and agreements, debts and Liabilities whatsoever, whether known or which the Releasing Parties now have, have ever had or may hereafter have against the respective Company Releasees to the extent arising contemporaneously with or prior to the Closing and on account of or arising out of any matter, cause or event occurring contemporaneously with or prior to the Closing and pertaining to the Releasing Parties' relationships, direct and indirect, with the Company (including with respect to equity ownership rights in the Company); provided, however, that this release shall not apply to (i) except as provided in Section 6.08(b), any rights or claims of the undersigned set forth in this Agreement or any other Transaction Document or (ii) claims under a "tail" insurance policy as contemplated by Section 6.05(a); provided further that the Co-Indemnifying Managers do not release any right, in their capacities as employees, to receive the compensation and benefits which is first due on or after the Closing to which they are entitled from the Company.

(b) Notwithstanding anything to the contrary herein or otherwise, each Releasing Party hereby acknowledges and agrees that: (i) no Parent Indemnified Party shall have Liability with respect to any payments (including Aggregate Consideration, any portion thereof, indemnification payments, adjustments, or any amounts payable by a Parent Indemnified Party hereunder or otherwise in connection with the Transaction Documents, "Payments"), individual Payment, or group of Payments, which is made to the Paying Agent without regard to how or to whom such Payment or Payments are subsequently directed or divided, (ii) it shall be the right and obligation of the Shareholder Representative (and not any Parent Indemnified Party) to further direct the Paying Agent to distribute all Payments it receives in accordance with this Agreement; provided, however, the Parent shall provide reasonable cooperation to the Shareholder Representative by issuing a joint instruction to the Paying Agent in accordance with further distributions contemplated by this Agreement, and (iii) in no event shall the Parent Indemnified Parties be required to make Payments to the Paying Agent at the Closing other than, or in excess of, the Estimated Aggregate Closing Payment.

Section 6.09 Pre-Closing Cash Distribution. Immediately prior to or contemporaneously with the Closing, the Company will cause its Closing Cash to be delivered to the Paying Agent, which Closing Cash shall be utilized to fund the payments of the Aggregate SOS Plan Amount and, to the extent of any excess thereof, a portion of the Aggregate Closing Consideration by the Parent hereunder.

ARTICLE VII.
CONDITIONS TO CLOSING

Section 7.01 Conditions to Obligations of Each Party. The obligations of Parent, Sub, and the Company to consummate the Closing are subject to the satisfaction of the following conditions:

(a) No Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Order or Law that is in effect and that has the effect of

making the Merger illegal or otherwise prohibiting the consummation of the Merger or the other transactions contemplated by this Agreement;

(b) on the Closing Date, the Company, Parent, the Shareholders Representative, and the Escrow Agent shall have entered into the Escrow Agreement; and

(c) Parent and Company shall have obtained and bound the R&W Insurance Policy on the terms and conditions set forth on Exhibit D.

Section 7.02 Conditions to Obligation of Parent and Sub. The obligation of Parent and Sub to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) the Company shall have performed and complied in all material respects with its covenants under this Agreement required to be performed or complied with by it on or prior to the Closing Date;

(b) each of the representations and warranties of the Company, the Signing Shareholders and Co-Indemnifying Managers contained in this Agreement shall be true and correct at and as of the date of this Agreement and the Closing Date as though then made;

(c) Parent shall have received a certificate, dated as of the Closing Date and signed by an authorized representative of the Company, to the effect set forth in Section 7.02(a) and Section 7.02(b);

(d) the Company shall have obtained the consents, in form and substance reasonably satisfactory to Parent and Sub, to the Merger and the other transactions contemplated hereby that are listed on Schedule 7.02(d) (if any);

(e) Parent shall have received the items to be delivered pursuant to Section 2.02(b);

(f) Parent shall have received a Lock-Up Agreement duly executed and delivered as of the date hereof by each Signing Shareholder and Co-Indemnifying Manager (to the extent that such Co-Indemnifying Manager will receive Consideration Shares), and each Lock-Up Agreement shall remain in full force and effect;

(g) this Agreement and the Merger shall have been approved by the affirmative vote or written consent of the holders of not less than ninety percent (90%) of the outstanding shares of the Common Stock and Preferred Stock, voting together as a single class, and one hundred percent (100%) of the outstanding shares of Preferred Stock, voting together as a separate class, and

(h) upon the expiration of the period during which holders of Common Stock and Preferred Stock can exercise dissenter's rights under the DGCL, the total number of Dissenting Shares shall not exceed five percent (5%) of the aggregate outstanding shares of Common Stock and Preferred Stock, calculated on a fully-diluted basis.

(i) Parent shall have received from the Company a certificate, dated as of the Closing Date, certifying to the effect that no interest in the Company is a U.S. real property interest (such certificate in the form required by Treasury Regulations Section 1.897-2(h) and 1.1445-3(c)).

(j) The Company and the Subsidiary shall have satisfied the necessary condition for the TD Financing Agreement, a copy of which is attached hereto as Exhibit J.

(k) Parent shall have received approval reasonably acceptable to it for the transfer of telecommunications facilities operating pursuant to an authorization of the Federal Communications Commission under Section 214 of the Communications Act.

(l) The Windham RCA shall be in full force and effect.

(m) The R&W Insurance Policy shall not have been amended or supplemented, between the date of this Agreement and the Closing Date, by the insurer to include any additional claims that are excluded from such R&W Insurance Policy, other than the items set forth on Schedule 9.02, and nothing shall have occurred that has the effect of limiting the scope of coverage that may be provided under such R&W Insurance Policy or the rights of the insureds thereunder or of causing the exclusions from coverage set forth in the R&W Insurance Policy to apply, including an incident that would be reportable under a no claims certification or similar documents.

(n) On or prior to the date hereof, DCS shall have submitted an application to the FCC for the surrender, effective either prior to or as of the date of Closing, of DCS's authorizations under Section 214 of the Communications Act, 47 U.S.C. §214.

(o) No Material Adverse Effect remains in effect.

Section 7.03 Conditions to Obligation of the Company and the Signing Shareholders. The obligation of the Company to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) Parent shall have performed and complied in all material respects with its covenants under this Agreement required to be performed or complied with by it on or prior to the Closing Date.

(b) each of the representations and warranties of Parent contained in Article IV shall be true and correct at and as of the date of this Agreement and the Closing Date as though then made.

(c) the Company shall have received a certificate, dated as of the Closing Date and signed by an authorized representative of Parent, to the effect set forth in Section 7.03(a) and Section 7.03(b).

(d) No Material Adverse Effect, which both (i) was not intentionally caused by the Signing Shareholders, the Co-Indemnifying Managers, the Company or its Subsidiary and (ii) first occurred between the date of this Agreement and the Closing Date, remains in effect.

ARTICLE VIII.
TERMINATION

Section 8.01 Grounds for Termination. This Agreement may be terminated at any time prior to the Closing:

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

(b) by either (i) the Company or (ii) Parent or Sub, any of whom may act by giving written notice, if the Closing shall not have been consummated on or before October 31, 2018 (provided that the right to terminate this Agreement under this Section 8.01(b) shall not be available to any party whose failure to perform any material covenant or obligation under this Agreement is the cause of such delay);

(c) by either (i) the Company or (ii) Parent or Sub, any of whom may act by giving written notice, if there shall be any Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited or if consummation of the transactions contemplated hereby would violate any non-appealable final Order of any court or governmental body having competent jurisdiction;

(d) by the Company through written notice, provided the Company is not then in breach of any of its obligations hereunder, if Parent or Sub fails to perform any covenant in this Agreement when performance thereof is due and does not cure the failure within fifteen (15) days after the Company delivers written notice thereof;

(e) by Parent or Sub through written notice, provided that neither Parent nor Sub is then in breach of any of its obligations hereunder, if the Company fails to perform any covenant in this Agreement when performance thereof is due and does not cure the failure within fifteen (15) days after Parent or Sub delivers written notice thereof; or

(f) by either (i) the Company or (ii) Parent or Sub, any of whom may act by giving written notice, if the Closing shall not have been consummated on or before March 31, 2019, due to the failure of any party to perform any material covenant or obligation under this Agreement.

Section 8.02 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 8.01, this Agreement shall forthwith become void and have no effect, without any liability on the part of any party hereto or its Affiliates, directors, managers, officers or shareholders, except as set forth below, if applicable, and other than liability of Parent, Sub, the Company, the Signing Shareholders, as the case may be, for a willful or intentional breach of any representation or warranty under this Agreement or any breach of any covenant or agreement under this Agreement, in each case occurring prior to such termination; provided, however, that nothing herein shall be deemed to waive any rights of specific performance of this Agreement available to any party hereto. The provisions of this Section 8.02, Section 5.09, Section 6.03 and Article XI shall survive any termination of this Agreement.

ARTICLE IX.
INDEMNIFICATION

Section 9.01 Survival. Each of the representations and warranties of (a) the Company, the Co-Indemnifying Managers and the Signing Shareholders contained in Article III and (b) Parent and Sub contained in Article IV shall survive until the sixteen (16) month anniversary of the Closing Date; provided, however, that the representations and warranties in Section 3.28 shall survive until the expiration of the longest statute of limitations applicable thereto plus 45 days. Each of the covenants and agreements of the parties set forth in this Agreement shall survive the Closing Date in accordance with their terms; provided, however, that the indemnification obligations under Sections 9.02(a)(1), (a)(2), (a)(3), (a)(4), (a)(6) and (a)(7), shall survive until the sixteen (16) month anniversary of the Closing Date; provided, however, that to the extent no term is specified, such covenants shall survive indefinitely; provided, further that Section 9.02(a)(5) shall survive until the twelve (12) month anniversary of the Final Release Date. Notwithstanding the foregoing, if any Claim Notice is given in accordance with the terms of Section 9.04(a) within the applicable survival period provided above, the claims set forth in such Claim Notice shall survive until such claims are finally resolved.

Section 9.02 Indemnification.

(a) Several Indemnification of Parent Indemnified Parties. Subject to the limitations set forth in this Article IX, each Signing Shareholder and Co-Indemnifying Manager, severally (but not jointly and severally) in accordance with their Pro Rata Percentage (provided, however, that notwithstanding any provision in this Agreement to the contrary, the Indemnification Escrow Fund shall be available to the Parent Indemnified Parties on a joint and several basis), shall indemnify and hold harmless each of Parent and the Surviving Corporation and their respective Affiliates and Representatives of the foregoing (collectively, the "Parent Indemnified Parties") from and against their Pro Rata Percentage of any and all Losses which may be incurred or suffered by any such party in connection with or arising from:

(1) any breach or inaccuracy of any representation and warranty of the Company contained in this Agreement or the Transaction Documents (other than the Company Fundamental Representations); [redacted]

(2) any breach or inaccuracy of any Company Fundamental Representation;

(3) any breach by Company of, or any failure of Company to perform, any of its covenants or agreements under this Agreement or any of the Transaction Documents arising prior to the Closing Date;

(4) any amounts paid to the holders of Dissenting Shares, including any interest required to be paid thereon, that are in excess of what such holders would have received hereunder had such holders not been holders of Dissenting Shares;

(5) any claim by any Person based on such Person's current, former, actual or alleged ownership of Company Securities, or entitlement to proceeds of the SOS Plan;

(6) any item set forth on Schedule 9.02 ("Signing Excluded Claims"); and

(7) the fraud, willful misconduct or gross negligence of the Company or its Subsidiary in connection with this Agreement or Transactions contemplated thereby.

(b) Several Indemnification of Parent Indemnified Parties. Subject to the limitations set forth in this Article IX, each Signing Shareholder and Co-Indemnifying Manager, severally (but not jointly and severally (provided, however, that notwithstanding any provision in this Agreement to the contrary, the Indemnification Escrow Fund shall be available to the Parent Indemnified Parties on a joint and several basis)), shall indemnify and hold harmless each of the Parent Indemnified Parties from and against any and all Losses which may be incurred or suffered by any such party in connection with or arising from:

(1) any breach or inaccuracy of any representation and warranty of such Signing Shareholder or such Co-Indemnifying Manager contained in this Agreement or the Transaction Documents (other than the Company Fundamental Representations);

(2) any breach by such Signing Shareholder or Co-Indemnifying Manager of, or any failure of such Signing Shareholder or Co-Indemnifying Manager to perform, any of its respective covenants or agreements under this Agreement or any of the Transaction Documents; and

(3) the fraud, willful misconduct or gross negligence of such Signing Shareholder or Co-Indemnifying Manager in connection with this Agreement or the Transactions contemplated hereby.

(c) Indemnification of Seller Indemnified Parties. Subject to the limitations set forth in this Article IX, Parent shall indemnify and hold harmless each of the Closing Equityholders, the Co-Indemnifying Managers and their respective Affiliates and Representatives (the "Seller Indemnified Parties") from and against any Losses which may be incurred or suffered by any such party in connection with or arising from:

(1) any breach or inaccuracy of any representation and warranty of Parent or Sub contained in this Agreement or the Transaction Documents; and

(2) any breach by Parent or Sub of, or any failure of Parent or Sub to perform, any of its covenants or agreements under this Agreement or any of the Transaction Documents.

Section 9.03 Limitations on Indemnification.

(a) Notwithstanding anything to the contrary set forth in this Agreement:

(1) except in the case of fraud, gross negligence or willful misconduct of (i) a Signing Shareholder or Co-Indemnifying Manager in connection with this Agreement or the Transactions contemplated hereby or (ii) the Company and/or its Subsidiary in connection with this Agreement or Transactions contemplated hereby, or a breach of the Company Fundamental Representations, the Signing Shareholders shall not have any obligation to indemnify any Parent Indemnified Party under Section 9.02(a)(1) until the aggregate amount of Losses that would otherwise be subject to indemnification under Section 9.02(a)(1) exceeds $[redacted] (the "Threshold Amount"), in which case the Parent Indemnified Party shall be entitled to indemnification for all such Losses without regard to the Threshold Amount (but subject to the other limitations set forth in this Article IX);

(2) except in the case of fraud, gross negligence or willful misconduct of (i) a Signing Shareholder or Co-Indemnifying Manager in connection with this Agreement or the Transactions contemplated hereby or (ii) the Company and/or its Subsidiary in connection with this Agreement or Transactions contemplated hereby, or a breach of the Company Fundamental Representations, in no event shall the cumulative aggregate indemnification obligations of the Signing Shareholders and Co-Indemnifying Managers under Section 9.02(a)(1) in the aggregate exceed the General Cap; provided, however, that to the extent that a Co-Indemnifying Manager is required to pay out of pocket a claim with respect to Section 9.02(a)(1), the Co-Indemnifying Manager's obligation therefor shall be reduced by [redacted]; provided further, however, such limitations are not intended to limit Parent Indemnified Parties pursuing recovery under the R&W Insurance Policy; and

(3) except in the case of fraud, gross negligence or willful misconduct of a Signing Shareholder in connection with this Agreement or the Transactions contemplated hereby, in no event shall the cumulative aggregate indemnification obligations of such Signing Shareholder under Section 9.02(a) or Section 9.02(b) in the aggregate exceed the amount of proceeds such Signing Shareholder actually received under this Agreement plus the amount of proceeds such Signing Shareholder received pursuant to any Pre-Closing Cash Payment;

(4) except in the case of fraud, gross negligence or willful misconduct of a Co-Indemnifying Manager in connection with this Agreement or the Transactions contemplated hereby, in no event shall the cumulative aggregate indemnification obligations of such Co-Indemnifying Manager, as the case may be, under Section 9.02(a) or Section 9.02(b) in the aggregate exceed [redacted] of the amount that such Co-Indemnifying Manager received out of SOS Plan Closing Payments or, to the extent distributed to such Co-Indemnifying Manager, out of the SOS Plan Escrow Amount;

(5) Neither the Signing Shareholders nor the Co-Indemnifying Managers shall have liability for any breach of this Agreement by the Company, including the related obligations for indemnification under Section 9.02 hereof, in the event extent that the Closing does not occur; rather, the Parent Indemnified Party's sole recourse for such breaches shall be against the Company.

(b) Subject to the other limitations imposed by this Article IX, including the Threshold Amount and other limitations set forth in Section 9.03(a) (to the extent applicable), all indemnification claims under Section 9.02 shall be satisfied in the following order of priority:

(1) *first*, shall be paid and satisfied from the Indemnification Escrow Fund to the extent of the funds contained therein until the retention amount under the R&W Insurance Policy has been satisfied;

(2) *second*, Parent shall use commercially reasonable efforts to pursue recovery under the R&W Insurance Policy to the extent such Losses are recoverable thereunder; provided, however, that (i) nothing in this Section 9.03(b) shall limit the ability of any Indemnified Party, in respect of any claim for which such Parent Indemnified Party could be entitled under this Article IX to indemnification directly against any of the Signing Shareholders or Co-Indemnifying Managers, to deliver a Claim Notice with respect thereto in order to preserve (subject to compliance with its obligations hereunder) such Parent Indemnified Party's rights to such direct indemnification under this Article IX and (ii) in no event shall any Parent Indemnified Party be required to seek recourse for Losses under the R&W Insurance Policy for any other Signing Excluded Claims;

(3) *third*, shall be paid and satisfied from the Indemnification Escrow Fund to the extent of the funds contained therein; and

(4) *fourth,* to the extent one or more Signing Shareholders or Co-Indemnifying Managers is responsible under this Article IX for payment thereof (but subject to the limitations set forth in this Article IX), shall be paid by such Signing Shareholders and Co-Indemnifying Managers;

For purposes of clarity, other than with respect to indemnification claims under Section 9.02(a)(1) (subject to the terms of this Section 9.03(b)), no Parent Indemnified Party shall be required to satisfy any claim from the Indemnification Escrow Fund or R&W Insurance Policy before proceeding against the Signing Shareholders or Co-Indemnifying Managers (subject to the limitations set forth herein).

(c) For purposes of this Article IX, any breach or inaccuracy of a representation, warranty or covenant, and the amount of Losses suffered as a result of such breach or inaccuracy, shall be determined without regard to any materiality, Material Adverse Effect or similar qualification contained in or otherwise applicable to such representation, warranty or covenant.

(d) The amount of Losses for which indemnification is provided pursuant to this Article IX will be net of any insurance proceeds actually received by the Indemnified Party with respect to such Losses (reduced by any costs and expenses and any premiums incurred by the Indemnified Party in connection with the pursuit or recovery of such amounts, including any future increase in insurance premiums, retroactive premiums, costs associated with any loss of insurance and replacement thereof or self-insured component of such insurance coverage), provided that the foregoing shall not affect the timing of recovery by the Indemnified Party from the Indemnitor and the Indemnified Party shall remit such amounts to Signing Shareholders to the extent duplicative payment was made by an Indemnifying Party for such Losses. The Parent Indemnified Parties shall use commercially reasonable efforts to recover such insurance proceeds under the R&W Insurance Policy in the order and as set forth in Section 9.03(b). In addition, any payment that is to be made to a Parent Indemnified Party pursuant to this Article IX will be

reduced by (i) an amount equal to any Tax benefits actually realized by such Parent Indemnified Party prior to the sixteen-month anniversary of the Closing Date which are directly attributable to such claim and (ii) the amount actually recovered by such Parent Indemnified Party from any third party in respect of such claim.

(e) The provisions of this Article IX (including with respect to the Threshold Amount, General Cap and other caps) are not applicable to, and shall not in any way limit, claims by a Parent Indemnified Party under the R&W Insurance Policy.

Section 9.04 Indemnification Procedures.

(a) Claim Notice. Whether in the case of a Third Party Claim or a claim that does not involve a Third Party Claim, any Parent Indemnified Party or Seller Indemnified Party seeking indemnification hereunder (each, an "Indemnified Party") shall give, (i) in the case of indemnification sought by any Seller Indemnified Party, to Parent, and (ii) in the case of indemnification sought by any Parent Indemnified Party, to the Shareholders Representative, a written notice (a "Claim Notice"); provided, that the failure to give such a Claim Notice shall not relieve the party obligated to provide indemnification (the "Indemnitor") of its obligations hereunder with respect to such claim, except to the extent the Indemnitor forfeits rights or defenses by reason of such delay or failure, and the amount of indemnification to which the Indemnified Party is entitled shall be reduced by the amount, if any, by which the Indemnified Party's Losses would have been less had such Claim Notice been promptly delivered.

(b) Third Party Claims.

(1) If a claim by a third Person is made against an Indemnified Party (a "Third Party Claim"), the Indemnitor shall have thirty (30) days after receipt of a Claim Notice to advise the Indemnified Party (and the Shareholders Representative, in the case of indemnification sought by any Parent Indemnified Party) in writing whether it will exercise its right to undertake, conduct and control, through counsel of its own choosing (subject to the approval of the Indemnified Party, such approval not to be unreasonably withheld, conditioned or delayed) and at its own expense, the defense thereof, and in which event the Indemnified Party shall cooperate with it in connection therewith; provided, that the Indemnified Party may participate in such defense, through counsel chosen by such Indemnified Party and paid at its own expense. So long as the Indemnitor is reasonably defending and contesting any such Third Party Claim in good faith, the Indemnified Party shall not pay or settle any such Third Party Claim without the consent of the Indemnitor, which consent shall not be unreasonably withheld, delayed or conditioned. The Indemnitor shall have the right to pay or settle such Third Party Claim with the consent of the Indemnified Party, provided that such consent will not be required if the settlement includes an unconditional release of the Indemnified Party and provides solely for payment of monetary damages for which the Indemnified Party will be indemnified in full.

(2) If the Indemnitor defends the Indemnified Party against a Third Party Claim, (A) the Indemnitor shall use its reasonable best efforts to defend diligently such Third Party Claim, (B) the Indemnified Party, prior to the period in which the Indemnitor assumes the defense of such matter, may take such reasonable actions to preserve any and all rights with respect to such matter, without such actions being construed as a waiver of the

Indemnified Party's rights to defense and indemnification pursuant to this Agreement, but with such actions not being determinative of the amount of any Losses, and (C) the Indemnitor shall be deemed to have agreed that it shall indemnify the Indemnified Party for all Losses resulting from such Third Party Claim. The Indemnified Party shall cooperate in all reasonable respects, at the Indemnitor' request, with the Indemnitor and its attorneys in the investigation, trial and defense of such Third Party Claim and any appeal arising therefrom, including, if appropriate and related to such Third Party Claim, in making any counterclaim against the third party claimant, or any cross complaint against any Person, in each case, at the expense of the Indemnitor. The Indemnified Party may, at its own sole cost and expense, monitor and further participate in (but not control) the investigation, trial and defense of such Third Party Claim and any appeal arising therefrom.

(3) Notwithstanding anything to the contrary herein, if the Indemnitor is not permitted to assume the defense of the Third Party Claim in accordance with the terms hereof, then the Indemnified Party shall use its commercially reasonable efforts to defend diligently such Third Party Claim and shall have the right to retain separate counsel of its choosing, defend such Third Party Claim and have the sole power to direct and control such defense (all at the cost and expense of the Indemnitor if it is ultimately determined that the Indemnitee is entitled to indemnification hereunder); it being understood that the Indemnified Party's right to indemnification for a Third Party Claim shall not be adversely affected by assuming the defense of such Third Party Claim. Notwithstanding anything to the contrary herein, the Indemnified Party shall have the right, but not the obligation (upon delivering notice to such effect to the Indemnitor) to retain separate counsel of its choosing, defend such Third Party Claim and have the sole power to direct and control such defense (all at the cost and expense of the Indemnitor), if (A) the Indemnitor fails to actively and diligently conduct the defense of the Third Party Claim, (B) such Third Party Claim seeks an injunction or other equitable remedies in respect of the Indemnified Party or its business, (C) such Third Party Claim is reasonably likely to result in Losses that, taken with other then existing claims under this Article IX, would not be fully indemnified hereunder, (D) the Indemnified Party has been advised by counsel that an actual or potential conflict exists between the Indemnified Party and the Indemnitor in connection with the defense of the Third Party Claim, or (E) such Third Party Claim seeks a finding or admission of a violation of any criminal Law by the Indemnified Party or any of its Affiliates; it being understood that the Indemnified Party's right to indemnification for a Third Party Claim shall not be adversely affected by assuming the defense of such Third Party Claim. Notwithstanding anything herein to the contrary, whether or not the Indemnitor shall have assumed the defense of such Third Party Claim, the Indemnified Party shall not settle, compromise or pay such Third Party Claim for which it seeks indemnification hereunder without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Non-Third Party Claims. In the case of a claim that does not involve a Third Party Claim, an Indemnitor shall have thirty (30) days after receipt of any Claim Notice pursuant to Section 9.04(a) to (i) agree to the amount or method of determination set forth in the Claim Notice, or (ii) provide such Indemnified Party with written notice that it disagrees with the amount or method of determination set forth in the Claim Notice (the "Dispute Notice"). If the Indemnitor agrees to the amount or method of determination set forth in the Claim Notice or fails to respond to the Claim Notice within the 30-day period, the Losses identified in the Claim

Notice will be conclusively deemed a Loss of the Indemnitor for purposes of this Article IX. Within fifteen (15) days after the giving of any Dispute Notice, a Representative of the Indemnitor and the Indemnified Party shall negotiate in good faith to resolve the matter. In the event that the controversy is not resolved within thirty (30) days of the giving of the Dispute Notice, the parties shall have any and all rights and remedies available under applicable Law.

Section 9.05 No Effect. The waiver of any condition to close under this Agreement based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or agreement, shall not affect the right to indemnification or other remedy based on such representations, warranties, covenants or agreements.

Section 9.06 Exclusive Remedy. The parties acknowledge and agree that from and after the Effective Time their sole and exclusive remedy with respect to any and all claims for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or any other Transaction Documents executed in connection herewith or the transactions arising therefrom shall be pursuant to this Article IX; provided, however, this Section 9.06 is not intended to affect or limit Parent Indemnified Parties from pursuing recovery under the provisions of the R&W Insurance Policy.

Section 9.07 Tax Treatment of Indemnification Payments. Unless otherwise required by Law, all indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Merger Consideration for Tax purposes.

Section 9.08 Escrow. No later than 11:59 p.m., Huntsville, Alabama time, on the date that is sixteen (16) months after the Closing Date (the "Release Date"), Parent and the Shareholders Representative shall instruct the Escrow Agent to deliver all of the Consideration Shares remaining in the Indemnification Escrow Fund (subject to Section 2.01(i)), less any amounts that are subject to pending claims made by any Parent Indemnified Party under this Article IX, to the Paying Agent. If any claim made by any Parent Indemnified Party under this Article IX is still pending as of the Release Date, the Escrow Agent, pursuant to the terms of the Escrow Agreement, will retain a portion of the Indemnification Escrow Fund in an amount equal to the Losses identified in any unresolved notice delivered pursuant to the Escrow Agreement until such claim has been satisfied or otherwise resolved, at which point Parent and the Shareholders Representative shall jointly instruct the Escrow Agent to pay to the Paying Agent any remaining balance in the Indemnification Escrow Fund not used to satisfy the indemnification rights of the Parent Indemnified Party under this Article IX (the date the Paying Agent makes the final disbursal of such amount, the "Final Release Date").

Section 9.09 No Circular Recovery. Notwithstanding anything to the contrary in this Agreement, the Organizational Documents of the Company, or any other Contract, no Seller Indemnified Party shall be entitled to be indemnified by, advanced expenses by or otherwise recover any amount from Parent or the Company if such amount would constitute Losses for which any Seller Indemnified Party would be liable to any Parent Indemnified Party under this Article IX.

Section 9.10 Litigation Fees. In the event of any litigation or Proceeding relating to, or any informal efforts to enforce, this Agreement, the non-prevailing party or parties shall

reimburse the prevailing party or parties for their costs and expenses (including legal fees and expenses) incurred in connection with enforcing this Agreement or in connection with such litigation or Proceeding.

ARTICLE X.
SHAREHOLDERS REPRESENTATIVE

Section 10.01 Shareholders Representative Appointment and Duties. Effective upon the Effective Time, the Shareholders Representative is hereby appointed, authorized, and empowered by the Company, and by the Closing Equityholders (by their approval and adoption of this Agreement, or their participation in the Merger and receiving the benefits thereof, including the right to receive the consideration payable in connection with the Merger) to act as a representative for the benefit of the Closing Equityholders as the exclusive agent and attorney-in-fact to act on behalf of each Closing Equityholder, in connection with and to facilitate the consummation of the transactions contemplated hereby, including Article II and pursuant to the Escrow Agreement (the "Shareholders Representative"), which shall include the power and authority:

(a) to negotiate, execute and deliver the Escrow Agreement (with such modifications or changes therein as to which the Shareholders Representative, in his sole discretion, shall have consented) and to agree to such amendments or modifications thereto as the Shareholders Representative, in his sole discretion, determines to be desirable;

(b) to negotiate, execute and deliver such waivers and consents in connection with this Agreement and the Escrow Agreement and the consummation of the transactions contemplated hereby and thereby as the Shareholders Representative, in his sole discretion, may deem necessary or desirable;

(c) as Shareholders Representative, to enforce and protect the rights and interests of the Closing Equityholders and to enforce and protect the rights and interests of the Shareholders Representative arising out of, under or in any manner relating to this Agreement and the Escrow Agreement, and each other agreement, document, instrument, or certificate referred to herein or therein or the transactions provided for herein or therein (including in connection with any and all claims for indemnification brought under Article IX hereof), and to take any and all actions that the Shareholders Representative believes are necessary or appropriate under either of the Escrow Agreement or this Agreement for and on behalf of the Closing Equityholders, including asserting or pursuing any claim against Parent, Sub, or the Surviving Corporation, defending any Third Party Claims, consenting to, compromising or settling any such claims, conducting negotiations with Parent, the Surviving Corporation and their respective Representatives regarding such claims, and, in connection therewith, to: (i) assert any claim or institute any Proceeding; (ii) investigate, defend, contest or litigate any claim or other Proceeding initiated by Parent, the Surviving Corporation or any other person, or by any federal, state or local Authority against the Shareholders Representative or any of the Closing Equityholders, and receive process on behalf of any or all of the Closing Equityholders in any such claim, action, proceeding or investigation; (iii) compromise or settle on such terms as the Shareholders Representative shall determine to be appropriate, and give receipts, releases and discharges with respect to, any such claim, action, proceeding or investigation; (iv) file any

proofs of debt, claims and petitions as the Shareholders Representative may deem advisable or necessary; (v) settle or compromise any claims asserted under the Escrow Agreement; and (vi) file and prosecute appeals from any decision, judgment, or award rendered in any such Proceeding, it being understood that Shareholders Representative shall not have any obligation to take any such actions, and shall not have any liability for any failure to take any such actions;

(d) to refrain from enforcing any right of the Closing Equityholders or any of them or the Shareholders Representative arising out of, under or in any manner relating to this Agreement, the Escrow Agreement or any other agreement, instrument, or document in connection with the foregoing; provided, however, that no such failure to act on the part of Shareholders Representative, except as otherwise provided in this Agreement or in the Escrow Agreement, shall be deemed a waiver of any such right or interest by the Shareholders Representative or by the Closing Equityholders unless such waiver is in writing signed by the waiving party or by the Shareholders Representative;

(e) to make, execute, acknowledge, and deliver this Agreement, the Escrow Agreement, all such other agreements, guarantees, orders, receipts, endorsements, notices, requests, instructions, certificates, stock powers, letters and other writings, and, in general, to do any and all things and to take any and all action that the Shareholders Representative, in his sole and absolute discretion, may consider necessary or proper or convenient in connection with or to carry out the transactions contemplated by this Agreement, the Escrow Agreement, and all other agreements, documents or instruments referred to herein or therein or executed in connection herewith or therewith; and

(f) to engage special counsel, accountants and other advisors and incur such other expenses on behalf of the Closing Equityholders in connection with any matter arising under this Agreement. The Shareholders Representative shall receive, hold, use and disburse the Shareholder Representative Fund in connection with such expenses, and the Shareholder Representative Fund shall be maintained by the Shareholders Representative on behalf of the Closing Equityholders.

Section 10.02 Survival. All of the indemnities, immunities, and powers granted to the Shareholders Representative under this Agreement shall survive the Effective Time or any termination of this Agreement or the Escrow Agreement.

Section 10.03 Reliance. Parent and the Surviving Corporation shall have the right to rely upon all actions taken or omitted to be taken by the Shareholders Representative pursuant to this Agreement and the Escrow Agreement, all of which actions or omissions shall be legally binding upon the Closing Equityholders and for which they shall each be responsible as if such actions or omissions were their own.

Section 10.04 Binding Provisions. The grant of authority provided for herein (i) is coupled with an interest and shall be irrevocable; (ii) shall survive the death, incompetence, bankruptcy or liquidation of any Closing Equityholder; and (iii) shall survive the consummation of the Merger.

Section 10.05 Resignation or Inability to Serve. Should the Shareholders Representative resign or be unable to serve, then a majority-in-interest of the Closing Equityholders shall, within ten (10) days after the Shareholders Representative ceases to serve as such, appoint a successor Shareholders Representative, who shall thereafter serve as such.

Section 10.06 Limited Liability. Each of the Shareholders and the Company acknowledges and agrees that the Shareholders Representative is a party to this Agreement solely to perform certain administrative functions in connection with the consummation of the transactions contemplated hereby. Accordingly, each of the Company, Sub and Parent acknowledges and agrees that the Shareholders Representative shall have no liability to, and shall not be liable for any Losses of, any of the Company, Sub or Parent in connection with any obligations of the Shareholders Representative under this Agreement or otherwise in respect of this Agreement or the transactions contemplated hereby, except to the extent such losses shall be proven to be the direct result of fraud or willful misconduct by the Shareholders Representative in connection with the performance of his obligations hereunder.

ARTICLE XI.
MISCELLANEOUS

Section 11.01 Notices. Except as otherwise provided herein, all notices, requests, claims, demands, waivers and other communications hereunder shall be in writing and shall be delivered by hand (with written confirmation of receipt) or recognized overnight courier service (receipt requested), mailed by certified or registered mail or sent by facsimile transmission or email of a PDF document to the respective parties as follows (or, in each case, as otherwise notified by any of the parties hereto) and shall be effective and deemed to have been given (i) immediately when sent by facsimile or email of a PDF document between 9:00 A.M. and 5:00 P.M. (Eastern Time) on any Business Day (and when sent outside of such hours, at 9:00 A.M. (Eastern Time) on the next Business Day), and (ii) when received if delivered by hand (with written confirmation of receipt) or recognized overnight courier service (receipt requested) or certified or registered mail on any Business Day:

If to Parent or the Surviving Corporation, to:

Sangoma Technologies US, Inc
100 Renfrew Drive, Unit 100
Markham, ON, Canada, L3R 9R6
Attention: William Wignall, CEO
Email: [redacted]

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

Bryan Cave Leighton Paisner LLP
1290 Avenue of the Americas
New York, NY 10104-3300
Attention: Eric Rauch
Email: [redacted]

If to the Company (prior to the Closing), to:

Digium, Inc.

445 Jan Davis Drive NW
Huntsville, AL 35806
Attention: Danny Windham
Facsimile: [redacted]
Email: [redacted]

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

Bradley Arant Boult Cummings LLP
200 Clinton Avenue W, Suite 900
Huntsville, Alabama 35801
Attention: Hall B. Bryant III
Facsimile: [redacted]
Email: [redacted]

If to the Shareholders Representative, to:

Fortis Advisors LLC
Attention: Notices Department
Facsimile: [redacted]
Email: [redacted]

Any party may at any time change the address to which notices may be sent under this Section 11.01 by the giving of notice of such to the other parties in the manner set forth herein. Notices sent by multiple means, each of which is in compliance with the provisions of this Agreement, will be deemed to have been received at the earliest time provided for by this Agreement.

Section 11.02 Amendments; No Waivers.

(a) This Agreement may not be amended, modified or supplemented except by an instrument in writing signed on behalf of each of the parties hereto.

(b) Subject to the express limitations herein, at any time prior to the Effective Time, the parties hereto may (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties contained herein by any other applicable party or in any document, certificate or writing delivered pursuant hereto by any other applicable party or (iii) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of any party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 11.03 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto, which consent shall not be unreasonably withheld or delayed; provided further, however, that each of Parent and the Surviving Corporation may assign any and all of its rights under this Agreement, by

written notice to the Shareholders Representative (and the Company, if prior to the Closing), to (i) its Affiliates or (ii) any Person that has committed to provide or otherwise entered into agreements in connection with Parent's or its Affiliate's financing of the transactions contemplated by this Agreement, for purposes of creating a security interest herein or otherwise assigning as collateral in respect of any such financing. No assignment shall relieve the assigning part of any of its obligations hereunder.

Section 11.04 Governing Law. This Agreement shall be governed by the laws of the State of Delaware without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction).

Section 11.05 Counterparts; Effectiveness. This Agreement may be executed and delivered (including via facsimile or scanned pdf image) in several counterparts, each of which shall be deemed to be an original instrument, and all of which together shall be deemed to be one and the same agreement.

Section 11.06 Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, among the parties with respect to the subject matter of this Agreement and the other Transaction Documents (except for the Confidentiality Agreement between Parent and the Company dated June 1, 2016 (the "Confidentiality Agreement"), which shall remain in full force and effect until the Closing, at which time it shall terminate and be of no further force or effect). No representation, inducement, promise, understanding, condition or warranty not set forth in this Agreement or in any other Transaction Document has been made or relied upon by any party hereto, except for those set forth in the Confidentiality Agreement.

Section 11.07 Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

Section 11.08 Severability. If a provision of this Agreement is deemed to be contrary to Law, that provision will be deemed separable from the remaining provisions of this Agreement, and will not affect the validity, interpretation, or effect of the other provisions of either this Agreement or any agreement executed pursuant to it or the application of that provision to other circumstances not contrary to Law.

Section 11.09 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached or threatened to be breached. Accordingly, it is acknowledged that the parties hereto and the third party beneficiaries of this Agreement shall be entitled to seek equitable relief including an injunction or injunctions or Orders for specific performance to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (including any Order sought by the Company or the Shareholders Representative to cause Parent or Sub to perform its agreements and covenants contained in this Agreement), in addition to any other remedy to which they are entitled at Law or in equity as a remedy for any such breach or threatened breach.

Section 11.10 Disclosure Schedules. The Disclosure Schedules are hereby incorporated into this Agreement to the same extent as though fully set forth herein. Information contained in the Disclosure Schedules under any particular schedule or section are deemed disclosed for all other schedules or sections to the extent that it is readily apparent that such information is applicable to such schedules or sections (including when a cross reference to such schedule is actually made).

Section 11.11 Interpretation. For purposes of this Agreement, all words applied in the plural shall be deemed to have been used in the singular, and vice versa; the masculine shall include the feminine and neuter, and vice versa; the present tense shall include the past and future tense, and vice versa; the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation;" references to "$" shall be to United States dollars; the word "or" is not exclusive; the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; and the *ejusdem generis* principle of construction shall not apply to this Agreement and general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and have participated jointly in the drafting of this Agreement and, therefore, waive the application of any rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

Section 11.12 Disputes; Waiver of Jury Trial.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE, AND ANY STATE APPELLATE COURT THEREFROM WITHIN THE STATE OF DELAWARE (OR, IF THE COURT OF CHANCERY OF THE STATE OF DELAWARE DECLINES TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, ANY FEDERAL COURT WITHIN THE STATE OF DELAWARE) FOR THE PURPOSES OF ANY PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE TRANSACTION DOCUMENTS OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. EACH PARTY HERETO FURTHER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY IN SUCH COURTS, AND HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM OR THAT SUCH PARTY IS NOT SUBJECT TO PERSONAL JURISDICTION IN SUCH COURT.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER

TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.12(B).

Section 11.13 Retention of Counsel. In any dispute or Proceeding arising under or in connection with this Agreement, the Shareholders Representative and the Closing Equityholders shall have the right, at their election, to retain the firm of Bradley Arant Boult Cummings LLP to represent them in such matter, and Parent, for itself and the Company and for its and the Company's successors and assigns, hereby irrevocably waives and consents to any such representation in any such matter and the communication by such counsel to the Closing Equityholders in connection with any such representation of any fact known to such counsel arising by reason of such counsel's prior representation of the Closing Equityholders or the Company. Parent, for itself and the Company and for its and the Company's successors and assigns, irrevocably acknowledges and agrees that all pre-Closing communications between the Closing Equityholders and such counsel made in connection with the negotiation, preparation, execution, delivery and closing under, and all post-Closing communications between the Closing Equityholders and such counsel made in connection with any dispute or proceeding airing under or in connection with this Agreement which, immediately prior to the Closing, would be deemed to be privileged communications of the Closing Equityholders and such counsel and would not be subject to disclosure to Parent in connection with any process relating to a dispute arising under or in connection with, this Agreement or otherwise, shall continue after the Closing to be communications between the Closing Equityholders and such counsel and neither Parent nor any Person purporting to act on behalf of or through Parent shall seek to obtain the same by any process on the grounds that the privilege attaching to such communications belongs to the Company and not the Closing Equityholders. Other than as explicitly set forth in this Section 11.13, the parties acknowledge that any attorney-client privilege attaching as a result of legal counsel representing the Company prior to the Closing shall survive the Closing and continue to be a privilege of the Company, and not the Closing Equityholders, after the Closing.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto here caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

THE COMPANY:

DIGIUM, INC.

By:_____
Print name:_____
Title:_____

PARENT:

SANGOMA TECHNOLOGIES US INC.

By:_____
Print name:_____
Title:_____

SUB:

SANGOMA MERGERCO

By:_____
Print name:_____
Title:_____

SIGNING SHAREHOLDERS:

ADTRAN, INC.

By:_____
Print name:_____
Title:_____

MATRIX PARTNERS VII, LP
By: Matrix VII Management Co., LLC
Its General Partner

By:_____
Print name:_____
Title:_____

WESTON & CO. VII LLC, as Nominee

By: Matrix Partners Management Services, LP
Sole Member

By: Matrix Partners Management Services GP, LLC
Its General Partner

By:_____
Print name:_____
Title:_____

TENAYA CAPITAL V, LP

By: Tenaya Capital V GP, L.P.
Its General Partner

By: Tenaya Capital V GP, LLC
Its General Partner

By:_____
Print name:_____
Title:_____

TENAYA CAPITAL V-P, LP

By: Tenaya Capital V GP, L.P.
Its General Partner

By: Tenaya Capital V GP, LLC
Its General Partner

By:_____
Print name:_____
Title:_____

_____
Mark Spencer

_____
Samia Spencer

_____
William Spencer

FORTIS ADVISORS, LLC, as Shareholders Representative

By :_____
Title: _____

CO-INDEMNIFYING MANAGERS:

_____
Leslie Conway

_____
David Deaton

_____
Allen Dillard

_____
Steve Harvey

_____
Danny Windham